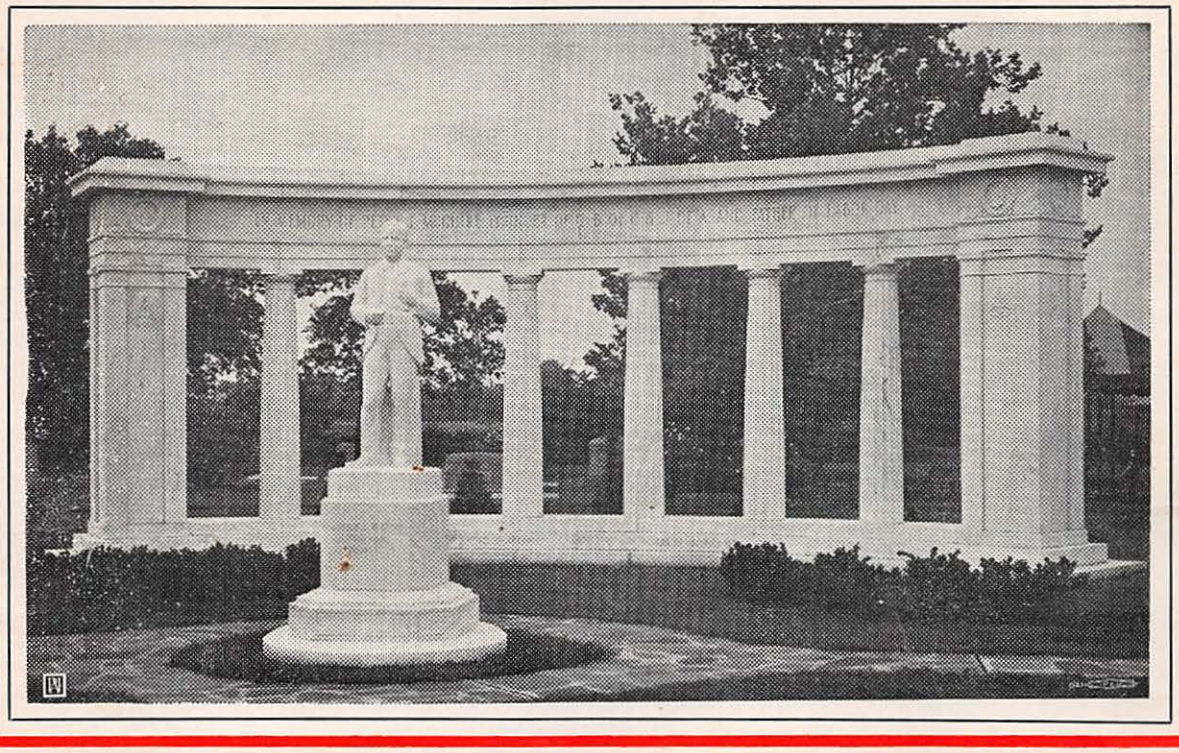
SEPTEMBER, 1965

THE Signalman's JOURNAL



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OFFICIAL PUBLICATION BROTHERHOOD OF RAILROAD SIGNALMEN

E. L. Abbott, Editor and Manager
2247 Lawrence Ave., Chicago, Ill. 60625

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her caring for a child will be asked to furnish special proofs.

13. My wife was awarded a wife's annuity when she was 52 years old because she was caring for our youngest child. The annuity stopped 3 years later when my child reached age 18. Will my wife automatically begin to receive a wife's annuity when she reaches age 62?

No. Your wife will have to file another application for the new annuity. She may choose either to receive a reduced wife's annuity at ages 62-64 or a full annuity at age 65, but a new application must be filed in either case.

14. If my husband should die, how would I apply for benefits for me and our children?

If possible, you should visit a Board office in person. If not, you should write to the nearest Board office requesting information and application forms. You will be asked at that time to furnish proof of marriage and a copy of the death certificate or coroner's report to establish proof of your husband's death. If your children are eligible for benefits, you must supply proof of the relationship and age of each child. (If a child is aged 18 or over and disabled, special medical evidence will also be needed.) If there are no eligible children, you must also furnish proof of your age.

15. When should a widow apply for her monthly benefits?

If she is already qualified, she can apply at any time. She should bear in mind, however, that payments cannot be retroactive for more than a year before her application is officially filed. If she is under the eligibility age, her application will not be valid if filed more than 3 months before the date she will become qualified.

16. My husband died a year ago. I didn't realize at the time that I might be eligible for an insurance lump-sum benefit. Is it too late to apply for this benefit?

No. An application for an insurance lump-sum benefit will be accepted if filed up to 2 years after an employe's death.

17. Is there any time limit on filing an application for a residual payment?

No. An application for a residual payment may be filed at any time after it becomes payable. However, if a widow, widower, or parent wishes to waive rights to a future monthly benefit in order to permit the payment of the residual, the individual must do so before reaching the age at which the monthly benefit would become payable.

Changes in Law Provides Benefits for Elderly Widows of Railroad Employes

Some previously ineligible widows of career railroad employes may qualify for a survivor annuity under the Railroad Retirement Act as a result of recently enacted legislation. The new annuities will generally be for $38.50 a month. They will be payable to widows who have already attained age 72 or who reach that age before 1969.

The new benefits were made possible by a change in the law that reduced the number of quarters of coverage required for an insured status by employes who died or reached age 65 before 1957. For a widow to be entitled to the benefit under the Railroad Retirement Act, her deceased husband must have had at least 10 years of railroad service and a current connection with the railroad industry when he retired or died, in addition to having from three to five quarters of coverage.

The new benefits will first become payable for September 1965. Widows who think they may be eligible can apply for the benefits at any office of the Railroad Retirement Board.

A Peter McGuire's Dream

(Editor's Note: The author was a popular trade union editor in New York who died last year.)

by Alton Levy

Walther Reuther was in rompers
When a Jew named Samuel Gompers
(Many years before the old Triangle fire)
Set a project into motion
That was based upon a notion
Of an Irish labor leader, Pete McGuire.

It was simple, Pete's conception,
And it got a swell reception,
From the workers who were throwing off their chains.
Once a year, at least, said Pete,
Let's "down tools" and, when we meet,
Pool our energy, our efforts and our brains.
This proposal by McGuire
Spread just like a prairie fire
And, before you could say "pinkerton" or "scab,"

Every state throughout the nation
Had a labor demonstration
And a speaker with a wondrous gift of gab.
Every gain that labor's winning
Had a modest, small beginning
In the rallies of the old McGuire scheme;
But there's little cause for bragging
For that old-time spirit's lagging
And those holidays of yore are but a dream.

Yet to those who can remember,
On that day of each September
There was something almost magic that was shared
When the workers — young and older—
Marched with shoulder close to shoulder.
As for color or religion — no once cared!

So once again let's be old-fashioned;
Let our voices be impassioned
As we fight together for our rightful place.
And this sixth day of September
Let each union man remember
Labor looks upon the man and not his race.

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Samuel Gompers Shaped U.S. Labor Movement

Samuel Gompers was born in East Side, London, January 27, 1850. He was the son of Solomon and Sarah (Rood) Gompers who both had been born in Holland. His parents and forebearers were wage-earners. After but four years of schooling at the age of ten it was necessary for him to help bear the burdens of his family.

He was apprenticed to learn the shoe makers' trade but found that distasteful and turned to the trade of his father, cigar making. When he was but 13 years of age the Gompers family moved to America.

After learning the cigar makers' trade under his father's tutelage, he became a journeyman worker and joined the English-speaking cigar makers' union in New York City, old local union No. 15.

At first strongly attracted by the humanitarian work of fraternal organizations, he gave his spare time to lodge work, but as he came to realize the constructive possibilities of the union he concentrated all of his attention and ability on the promotion of the trade union movement.

He first became a leader in his local union and then became prominent in labor affairs of New York City. Rising to prominence in his international trade organization, the Cigar Makers International Union, he earned a standing recognition that enabled him to take part in the effort to form a national federation of trade unions in 1881. He was active in the old Federation, serving three years as its president and two years as a member of the legislative board for new unions under the American Federation of Labor. He served continuously with the exception of 1895, as president.

Samuel Gompers continued to work as a cigar maker until 37 years of age, giving all his spare time to organization work, sacrificing even the little home life that was accorded to the workers of those days. He held card No. 1 in his international union for many years. Although given numerous opportunities to hold political positions and participate in undertakings that would have made him a rich man, Samuel Gompers held fast to his ideal to make better the lives of the workers.

Becoming the only full-time representative of the American Federation of Labor in 1886, from that date forward he gave his full time to the work of developing the economic movement of wage earners for the establishing of higher standards of work and life. Under his purposeful, constructive leadership, great gains were made. It was a cardinal principle of his leadership that the economic organization could serve all the needs of the trade union and hence he advocated the mobilization of the economic power of wage earners along non-partisan political lines.

Heading an aggressive, non-partisan political movement by labor in 1906, on behalf of labor he submitted a Bill of Grievances to responsible political representatives. This policy was followed with increasing success and substantial labor legislation enacted by Congress. To Samuel Gompers chiefly is due the enactment into law of that fundamental economic principle; the labor of a human being is not a commodity.

By sympathy and training Samuel Gompers was a pacifist, but when this country was confronted with the possibility of war he was among the first to pledge wholehearted support to his country for both himself and the organization he headed. It was largely due to his influence and determination that the forces of labor were held intact despite subtle and alluring propaganda that might have caused disaster for the cause of the Allies. Labor stood behind the government of the United States and gave its all to the cause of Democracy under the leadership of Samuel Gompers. At a possible sacrifice of even life itself, he made several trips across the water during war-time to help cement the loyalty of the workers of allied countries at a critical hour.

Appointed by President Wilson member of the Commission on International Labor Legislation of the Peace Conference at Versailles, at the first meeting of the Commission he was unanimously elected President. The Commission drafted the Labor Charter of the Peace Treaty guaranteeing to workers of all countries an equal opportunity for better conditions of life and work.

In the post-war period of our country he was a dominant figure in helping to tide over a period of unemployment and restlessness which, without his help, might have become influenced by the germs of revolt prevalent the world over. He was successful in maintaining the morale of his organization and resisting the efforts made toward the disintegration of the forces of labor during the period of readjustment. He was keenly interested in all attempts made to stabilize production and thus guarantee a higher standard of life for wage-earners the world over.

The last weeks of his life witnessed a most extraordinary rounding out of plans and activity extending over years, in the thrilling international demonstrations at El Paso, Juarez and Mexico City. He helped to make possible a Mexican Federation of Labor and participated in the celebration of the first constitutional succession to office of a president, and that president was elected by the laborers of Mexico.

He had just been unanimously re-elected president of the American Federation of Labor and of the Pan American Federation of Labor, of which he was founder, and was engaged in most important service when the end came. His last words were for the Republic he loved so dearly:

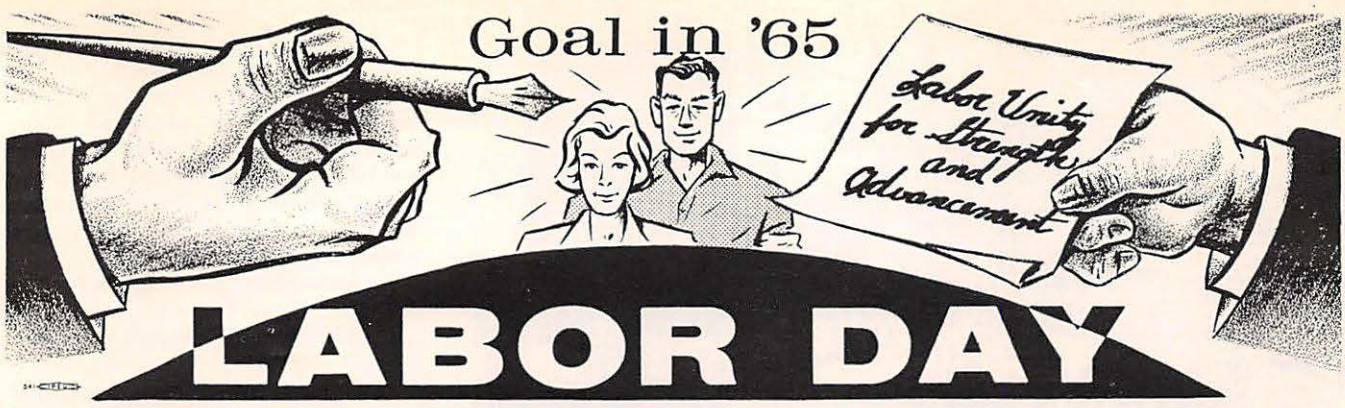
"God bless our American institutions.

May they grow better day by day."

A Wish for Success

by Rep. John D. Dingell (D., Mich.)

I am delighted to greet my many friends on Labor Day 1965. The high standard of living, excellent wages, and good working conditions enjoyed in this nation are due in large part to the activities of members of the free American trade union movement working together to provide the material requirements of a free society. Also, we must not forget the efforts of fine men and women of the American trade union movement in the fields of political action, community activity, charitable endeavors, and education which have contributed so much to our social and economic progress. May the efforts of our trade union movement continue to be crowned with success, and may they continue to stand as a visible example to those in lands behind the iron curtain who do not enjoy the fundamental freedoms belonging to our people.



The History of Labor Day

by Chicago Federation News

Labor Day rightfully belongs to American workers who toil diligently day after day to contribute their share to the greatness of this nation.

Long before **Labor Day** became a legal public holiday it was celebrated by workers as a day of festive activity and rest from their daily tasks. It was the creation of laborers, not of politicians. It was the brainchild of a union carpenter 12 years before **Labor Day** was proclaimed a national holiday by act of Congress.

Peter J. McGuire, a native of New York City who joined the ranks of America's toilers while still a child, was the father of the observance in honor of the country's working people.

In May of 1882, he stood before the newly organized Central Labor Union of New York City and proposed that one day of the year be set aside as a general holiday for the working masses.

McGuire suggested that the holiday be known as Labor Day and that it be set for the first Monday in September, which would put it midway between two national holidays — the Fourth of July and Thanksgiving.

Other delegates to the meeting enthusiastically embraced the idea. A committee was named and soon preparations were under way for the initial celebration of **Labor Day.**

Approximately two years after this first **Labor Day,** the 26 delegates to the fourth annual convention of the American Federation of Labor held in Chicago adopted the following resolution:

"Resolved, That the first Monday in September of each year be set apart as a laborers' national holiday, and that we recommend its observance by all wage workers, irrespective of sex, calling or nationality."

During the next few years organized labor devoted its attention to securing state legislation making **Labor Day** a legal holiday. As early as 1887, Oregon enacted the first state law, but this measure designated that first Saturday in June as **Labor Day.** This was changed to the first Monday in September in 1893. Ultimately, 23 states proclaimed **Labor Day** a legal holiday.

The Labor Committee of the House of Representatives in May of 1894 presented a favorable report on a bill making **Labor Day** a legal public holiday.

By June 26 of that year Congressional action on the bill had been completed and two days later the measure was signed by President Grover Cleveland. The pen used by the President was turned over to Representative Amos J. Cummings of New York City, who sponsored the bill in the House. Cummings then sent the pen to President Samuel Gompers of the American Federation of Labor.

Thus, a dozen years after McGuire first advanced the idea of a special holiday honoring labor before the Central Labor Union of New York City, the proposal had the approval of the American people, expressed through their elected representatives at Washington.

Over the years since 1892 much has been said concerning the significance of **Labor Day.** One of the best statements was made by Samuel Gompers, president of the American Federation of Labor, in an editorial written 46 years ago for the American Federationist. While the reference of the 19th Century is remote, Gompers' remarks are timeless in point. He wrote:

"No one day in the calendar is a greater fixture, one which is more truly regarded as a real holiday, or one which is so surely destined to endure for all time, than the first Monday in September of each recurring year, **Labor Day.**

"**Labor Day** differs in every essential from the other holidays of the year of any country. All other holidays are in, a more or less degree, connected with conflicts and battles, or man's prowess over man, of strife and discord for greed or power, of glories achieved by one nation over another.

"**Labor Day,** on the other hand, marks a new epoch in the annals of human history. It is at once a manifestation of reverence for the struggles of the masses against tyranny and injustices from time immemorial; an impetus to battle for the right in our day for the men, women and children of our time and gives hope and encouragement for the attainment of the aspirations for the future of the human family.

"It is devoted to no man, living or dead, to no sect, sex, race or nation. It is founded upon the highest principles of humanity, as broad in its scope as the universe.

"It was not given to but con-

Tribute To Organized Labor

By Rep. Henry B. Gonzalez
(D., Texas)

It is my sincere conviction that were it not for organized labor, misery, oppression and widespread poverty, and very likely bloody revolution, would have engulfed America long ago. The principle of collective bargaining is the keystone of our economic system, which, with all its faults and imperfections, is the most successful economic system in the world today.

I, therefore, salute the labor movement on this Labor Day, 1965, and convey to you my congratulations and my best wishes.

A banner at a Labor Day parade, held in 1884, links together the fight against slavery and the bitter struggle for a better life for labor. Today, organized labor's fight continues in an effort to improve the economic status of workers.

quered by labor, and established as a holiday before any legislation, state or national, enacted it into law.

"The marching toilers in the **Labor Day** demonstrations signalize no martial glory, brutal domination, conquests or warlike pomp.

"They are, in their essence, the manifestations of the growing intelligence of the workers who recognize that peace is as essential to successful industry and real progress as air is to lung-breathing animals; that justice to the toilers has too long been denied; that in the midst of the civilization at the close of the 19th Century, wrongs too gross, widespread and well-known to require mention here, still abound; that if man is to be free in the time to come, eternal vigilance must be exercised, organization of the workers proclaimed, maintained and extended; education of the educated as well as of the masses be furthered and nurtured, and agitation of labor's wrongs endured and rights denied undertaken, with all the zest and energy begotten by devotion to a cause which is at once holy, noble, pure, lofty, just, wise and humane."

Newspaper accounts have preserved for us the color attendant upon the celebration of the first **Labor Day** in New York City when American labor, led by Peter J. McGuire, paraded in orderly fashion through the streets of the city.

Of the picnic in Elm Park following the parade, one newspaper said:

"It had been arranged that each union would have a certain portion of the grounds marked out for itself, and this facilitated a greater fraternizing than otherwise could have been observed.

"As it was, fellow-workers and their families sat together, joked together and caroused together . . . Americans and English, Irish and Germans, they all hobnobbed and seemed on a friendly footing, as though the common cause had established a sense of closer brotherhood."

From mid-afternoon to nightfall there was speechmaking. One of the best-received speakers, of course, was McGuire himself.

With evening came a still larger crowd, for only a fraction of the city's employers had decreed a holiday, and the Central Labor Union had advised all whose employers desired them to work to do so. Fireworks and dancing both had important parts in the after-dark portion of the festival.

In the Beginning

The period from 1820 to 1840 may rightly be named the Awakening Period of the American Labor Movement. True, there were organizations of labor prior to this period. The printers as early as 1786 and the cordwainers as early as 1796 are known to have had aggressive societies in New York and Philadelphia.

But it was not until 1827 that the real movement began with the organization in Philadelphia of the Mechanics' Union of Trade Associations. Previous to that time organization had been limited to merely separate trades and there had been no union of trades and no working men as a class for a common subject. The unskilled laborers were inarticulate and the skilled workmen were separated by divergent trade interests. Separately each society was only a trade club until they were a social class.

An isolated society might create a disturbance — not until it united with others could it create a "movement."

"This is the first time," said the earliest American labor paper, the Mechanics' Free Press, in 1828, "That the working men have attempted in a public meeting, to inquire whether they possess, as individuals or as a class, any right to say by whom they shall be governed."

Confidence In Labor

by Sen. Jacob Javits, (R., N.Y.)

The American labor movement, which has revolutionized the wages, hours and working conditions of its membership in the last half-century, is now challenged as never before to match its past successes with thoughtful, creative and responsible efforts to serve not only the interests of its membership but also the interests of the Nation as a whole.

We have long relied on business to supply officials to government and ideas for new legislation in many fields, but we have only begun to tap labor's vast resource of men and ideas in fields beyond the confines of the Department of Labor. Surely, men who have spent their lives in complex labor negotiations have skills which could be of great value to the Nation in many phases of international negotiations. These groups have shown the ingenuity to devise the most sophisticated forms of health care and furnish ideas to effectuate the battle against poverty.

The labor movement, which has so often shown itself to be a legislative force of enormous impact, can now develop a legislative program not confined to the country's labor laws alone, but addressing itself to the many critical problems which face all Americans.

I have every confidence that labor will continue to meet its growing challenges with skill and responsibility, for the benefit of the economy and the people of this country, and in all these endeavors the labor movement has my most sincere good wishes and my continuing encouragement.

A PIA Exclusive

Learning Is The Key To Earning Power

by John T. Connor
U.S. Secretary of Commerce

In 1882, Peter McGuire urged that a day be put aside each year as a "general holiday for the laboring classes".

Farsighted as he was, I doubt that Peter McGuire had a vision that Labor Day would develop from its modest beginnings to become a major holiday for all the people of the United States.

Though trade unionists still mark it with their own parades, rallies, and picnics, they share the occasion with the rest of us. And it is right they should **for the American people as a whole have benefited from the labor movement.**

Labor Day has become more than an American tradition. Indeed, it is a symbol to the world of the power and dignity of American labor as a vital element in the free enterprise system.

The free enterprise system is the world's mightiest economic engine. It has generated the highest wages, family incomes, and profits in the history of nations. It has created a living standard that is the envy of the world.

It has yielded a wealth that gives us the means for the first time to eliminate poverty and want and attack social and health problems on a scale that brings President Johnson's vision of a great American society within reach.

So in observing Labor Day we give recognition not only to the great part that working men and women have played in the progress of our country but to the American system which has propelled us to unprecedented social and economic gains.

But this is a time to look to the future rather than dwell on the achievements of the past. Since Labor Day marks the end of summer vacations and the beginning of school, it is an opportune time to appraise the challenges to education in America.

All of us, I am sure, are in full agreement on the need for more and better education in this day of galloping technology and social change, although there may be differing views, perhaps, on the methods of attaining the desired goals.

All of us seek better opportunities for our children. Education is the gateway to opportunity for economic advantage, social enrichment, and the better life for them.

As a member of the Cabinet, my primary responsibility is the economic growth of America. Business expansion too often is viewed impersonally by the ordinary citizen as new smoke stacks against the horizon, assembly lines and increased production.

To me the human values are the more significant aspect — greater employment opportunities and education.

In reading reports on investments in new plants and equipment I think of the thousands of new jobs opening up and the means to a fuller, more satisfying life for many of our working people.

But in this day of sophisticated technology and complex industry we know the opportunities will greatly diminish for those who lack the necessary training and education. We recognize that learning is the key to earning.

We know that the industrialization of Amierca and the continued evolution of our society can proceed no faster or farther than the quality and education of our labor force.

So the challenge to us in building our national economy is clear; we must improve the quality of education in America; we must stimulate the motivation to learn; and we must see to it that education is available to every boy and girl who wants to develop their minds and talents for a productive role in our national life.

Most enlightened Americans realize the interdependence of free trade unions and free enterprise. I think there also is a growing recognition that management and labor have a mutual stake in seeing that educational opportunities are widened.

Business and industry face a mounting need for trained and educated workers. Workers need education to acquire the skills required for promotion and better pay.

Organized labor has long been in the forefront of every effort to improve all levels of schooling in the United States. I am not referring to craft apprenticeship and vocational programs alone. It is true that trade unions have done and are doing a splendid job of training through their own programs and in cooperation with employers. Alone and through union-management efforts vocational training has been encouraged in elementary and high schools and at college levels.

But more than that, trade unions at local, state, and national levels have backed measures to make educational facilities not only better, but more available. Free labor has raised its voice in support of better educational plants — buildings and equipment. It favors better teaching and the necessary conditions to attract and keep dedicated teachers.

We all know that we need more and better schools from pre-kindergarten to post-graduate college and university. It should be our aim in insure that not a single child will be denied an opportunity for adequate training. There must be no barriers of race or geography or sex. All who have the ability to profit from education should have the opportunity for complete schooling, for as the individual citizen profits, the country profits.

It is not enough that we have good education. We must have the best education we can afford. And we can afford nothing less than the best. The level of unemployment shows the need for training. We have a shortage of the trained and a surplus of the untrained. Training as a prerequisite for a job is not a new problem. But it is more urgent today than ever with automatic machines performing the routine, onerous tasks formerly done by human hands.

President Johnson noted that urgency in his "Toward Full Educational Opportunity" message to Congress last January 12. He said then:

"Nothing matters more to the fu-

Labor Deserves Thanks
By Rep. James G. O'Hara
(D., Mich.)

It has been more than 83 years since Peter J. McGuire conceived the idea of setting aside a special day to pay public tribute to American labor and its many accomplishments. It was a deserving tribute then as it is today.

I consider it a privilege to join millions of other Americans in saluting the labor movement and its members on Labor Day, 1965. The American labor movement deserves the thanks of all our citizens for its contributions toward making our nation a better place to live.

ture of our country, not our military preparedness — for armed might is worthless if we lack the brain power to build a world of peace; not our productive economy —for we cannot sustain growth without trained manpower, not our democratic system of government— for our freedom is fragile if citizens are ignorant.

"We must demand that our schools increase not only the quantity of America's education. For we recognize that nuclear age problems cannot be solved with horse-and-buggy learning. The three R's of our school system must be supported by the three T's — teachers who are superior,techniques of instruction that are modern, and thinking about education which places it first in all our plans and hopes."

Labor's backing of the President's educational program has been outstanding. It is but one example of the role the trade union movement has played in proving that a free economy can succed in a nation of free men.

On this Labor Day let us resolve to work together — labor, management, and Government—in a spirit of partnership to achieve for America educational gains which in one way or another will benefit every citizen.

Word 'Union' Has Old and Honorable Meaning

The word "union" is an old and honorable one in our American tradition. Our nation, in fact, was founded upon the idea expressed by Franklin and Jefferson: "United we stand, divided we fall." Longfellow expressed a similar thought with these lines.

"All your strength is in your nation.

"All your danger is in discord."

"The union idea — both in the economic and political fields — has been with us for a long time. In fact, the first labor unions in America antedate our Declaration of Independence by over 125 years" says the *AFL-CIO Chronicle*.

When William Howard Taft was Chief Justice of the Supreme Court, he described the origin of unions in these human terms:

"Labor unions . . . were organized out of the necessities of the situation. A single employe was helpless in dealing with an employer. He was dependent ordinarily on his daily wage for the maintenance of himself and family.

"Union was essential to give laborers opportunity to deal on an equal footing with their employer. They united to exert influence upon him and to leave him in a body, in order by this inconvenience to induce him to make better terms with them. They were withholding their labor of economic value to make him pay what they thought it was worth.

"The strike became a lawful instrument in a lawful economic struggle or competition between employer and employes as to the share or division between them of the joint product of labor and capital. . ."

This tells us something of "why" unions came to be. Now let us look at "how" they actually operate.

The smallest unit of union organization is the union local. Locals are usually composed of members who sometimes only work in one plant, or in a single craft, or in one geographical jurisdiction. Local unions usually elect a governing board, including a president, a vice-president, a treasurer, secretary, trustees and business representive or "agent" is responsible to his Local and the District Council's will.

Locals collect dues. They control the actual operation of apprenticeship and admission to the trade and in many cases "police" the shops and jobs in their jurisdiction. Local unions participate in all collective bargaining negotiations.

Experience has shown union members that the non-union member is likely to be a threat to the interests of the majority because the employer can use him to break strikes, or to work for less than the union wage scale. One really doesn't have to be in the labor movement to understand this strong feeling against the non-union "free rider," and for labor solidarity; it is a feeling which has been built up over the years of struggle with employers over wages and working conditions.

Collective bargaining, to be effective must be backed by the willingness of the union membership to stick together and demonstrate their strength. A strong union means that the employes which it represents have strong bargaining power.

Most enlightened employers prefer to deal with a strong, secure, responsible union which not only represents all the workers, but also involves all of them, or at least in clear majority. They get three very practical benefits from such a policy.

First, the union has authority which is equal to its responsibility for collective bargaining. It can prevent wildcat strikes and can require members to carry out their side of the collective bargaining contract, which it has negotiated.

Second, if the union is secure, it can take reasonable positions and can take time to understand the employer's problems.

Third, if the workers themselves feel that the employer deals farily with their union representatives, respects them, and is not seeking to break the union. the morale and attitude of the workers doing their jobs favor higher production.

Labor Day is Day for All

by Rep. James H. Scheuer (D. N.Y.)

Labor Day in the United States is observed not only by our 17.5 million members of labor unions, but by the entire populace as well. This is only fitting, for Labor Day is in every sense a national holiday. All Americans can justifiably celebrate the outstanding contributions of the Labor movement to our entire society — the right of workers to enjoy just wages, hours, and working conditions, the benefits to millions of comprehensive health, insurance, and welfare programs, and the enlightened emphasis through educational and publications programs on participation in the Nation's political affairs. The long and proud history of American unionism has more than realized Samuel Gompers' powerful conviction that unions must be accepted as "an integral social element" in our country. Indeed, under the dedicated leadership of the AFL-CIO, the labor movement today is a vital and progressive force in our nation. On this Labor Day celebration I am honored to extend to all American unionists my congratulations and best wishes.

Applying for Benefits Under the RRA

Most persons who apply for benefits under the Railroad Retirement Act are anxious to receive their checks as soon as possible. Often, considerable time can be saved if the applicant knows what steps he must take and assembles in advance the documents which must accompany his application.

The information in the following questions and answers will help railroad employes and their families plan ahead for the time when they will apply for benefits.

1. I plan to retire from my railroad job in August. Where should I apply for my annuity?

The best way to file an application is to visit the nearest district office of the Railroad Retirement Board. There, a Board representative will give you free help with your application and explain your benefit rights. If you cannot go to a district office personally, or if there is no Board office near your home, you can get full information and application forms by writing to the nearest Board office.

2. Will I be required to submit any documentary proofs with my application for an employe annuity? ity?

Yes. You will be required to submit proof of your age and, if you claim credit for time spent in the Armed Forces, you will need proof of your military service. If you are under age 65 and apply for a disability annuity, the nearest Board office will give you instructions about obtaining the medical evidence needed to support your claim.

3. What are considered suitable proofs of age and military service?

The best proof of age is a certified copy of the civil or church record of the date of your birth. If such proof is not available, you should submit the next oldest record that you can locate, such as an insurance policy, fraternal record, or other document that shows (a) your name and your date of birth or age and (b) the date the record was made, which must be more than 5 years before the date on which you file an application for an annuity.

Proof of military service may be the original certificate of your discharge or of any official military record that shows the dates of your active service, or it may be a photostat of either type of document.

It is advisable to assemble these proofs in advance of your retirement, but you should keep them until you file your application.

4. Will I have to establish proof of my railroad service?

The Board has a record of your railroad service since 1937. If you had railroad service before that year, you can file a statement with the Board to claim credit for such service. The form on which this statement is made can be obtained from any Board office (Form AA-15). Many railroad employes completed this form in 1939 or 1940. If you did so at that time, it will not be necessary for you to submit another statement.

5. I plan to retire soon, but I have not claimed credit for my railroad service before 1937. When should I claim credit for such service?

You should take or send a completed Form AA-15 to a Board office about 60 days before you stop working. This will give the Board time to check with your employers and gather in advance the information needed to process your claim for an annuity.

6. What steps should I take when the actual date of my retirement arrives?

First, you should quit your railroad job and any nonrailroad job that you hold. (If you are self-employed, you need not give up that work.) Second, unless you are retiring on a disability annuity, you must relinquish your rights to return to service. Third, you must complete and file an application for your annuity.

YOUR MONEY'S WORTH
by Sidney Margolius
MANY SMALL POLICIES
ON VARIOUS FAMILY MEMBERS CAN ADD UP TO BIG ANNUAL EXPENSES. LIFE INSURANCE SHOULD BE CONCENTRATED ON THE FAMILY BREADWINNER. ONE FAMILY PAID OUT $126 A YEAR, IN QUARTERS AND HALF-DOLLARS FOR WHAT TOTALED ONLY $2000 OF INSURANCE. THE FAMILY COULD HAVE BOUGHT THAT MUCH TERM INSURANCE ON THE BREADWINNER FOR $20!
BREAD WINNER
IF YOU FEEL YOU MUST INSURE EVERYBODY IN THE FAMILY, LOOK INTO THE LOW-COST FAMILY PLAN—A PARTICULAR BARGAIN FOR LARGE FAMILIES.
LOW COST PLAN
GIVE YOUR DOLLAR MORE POWER
WHEN YOU SHOP FOR WOMEN'S AND CHILDREN'S APPAREL INSIST ON THE LABEL AT THE RIGHT. WHEN YOU GET YOUR HAIR CUT LOOK FOR THE SHOP CARD AT THE LEFT.
UNION SHOP
LADIES GARMENT WORKERS' UNION
UNION MADE
ILGWU

7. What do you mean by my relinquishing my rights to return to service?

After you quit working, you must prepare a statement showing that you are giving up your rights to return to work for any employer covered under the Railroad Retirement Act. You will be given a form on which this can be done (Form G-88) when you apply for your annuity. If you hold any rights to a job outside the railroad industry, you must also relinquish your rights to such work.

8. Do employes who retire on a disability annuity ever have to relinquish their rights to return to service?

Yes. Disability annuitants must relinquish their rights to return to service on reaching age 65. If they recover before 65 and apply for an age annuity, they must relinquish their rights at that time.

9. When should I file my application for an annuity?

It is advisable to file your application soon after you stop working. If you delay too long, you could lose some benefits. This is because payments cannot be retroactive for more than 1 year before the date your application is officially filed at a Board office. On the other hand, there is no advantage in filing your application before you are eligible for benefits. If you file more than 3 months before your annuity could begin, your application will not be accepted.

10. When is an application considered to be "officially filed"?

An application is "officially filed" as of the date it is received at an office of the Board or delivered into the custody of an authorized representative of the Board, whichever is earlier.

11. Does my wife have to file a separate application for her annuity?

Yes, she must take steps similar to those you take when you retire. She must stop all work for pay other than self-employment, give up any employment rights she holds, and file an application.

12. Will my wife have to furnish any proofs with her application?

Yes. She must furnish proof of her marriage to you. Unless she is qualified for an annuity because she is caring for your child, she must also furnish proof of her age. A wife whose eligibility depends on

her caring for a child will be asked to furnish special proofs.

13. My wife was awarded a wife's annuity when she was 52 years old because she was caring for our youngest child. The annuity stopped 3 years later when my child reached age 18. Will my wife automatically begin to receive a wife's annuity when she reaches age 62?

No. Your wife will have to file another application for the new annuity. She may choose either to receive a reduced wife's annuity at ages 62-64 or a full annuity at age 65, but a new application must be filed in either case.

14. If my husband should die, how would I apply for benefits for me and our children?

If possible, you should visit a Board office in person. If not, you should write to the nearest Board office requesting information and application forms. You will be asked at that time to furnish proof of marriage and a copy of the death certificate or coroner's report to establish proof of your husband's death. If your children are eligible for benefits, you must supply proof of the relationship and age of each child. (If a child is aged 18 or over and disabled, special medical evidence will also be needed.) If there are no eligible children, you must also furnish proof of your age.

15. When should a widow apply for her monthly benefits?

If she is already qualified, she can apply at any time. She should bear in mind, however, that payments cannot be retroactive for more than a year before her application is officially filed. If she is under the eligibility age, her application will not be valid if filed more than 3 months before the date she will become qualified.

16. My husband died a year ago. I didn't realize at the time that I might be eligible for an insurance lump-sum benefit. Is it too late to apply for this benefit?

No. An application for an insurance lump-sum benefit will be accepted if filed up to 2 years after an employe's death.

17. Is there any time limit on filing an application for a residual payment?

No. An application for a residual payment may be filed at any time after it becomes payable. However, if a widow, widower, or parent wishes to waive rights to a future monthly benefit in order to permit the payment of the residual, the individual must do so before reaching the age at which the monthly benefit would become payable.

Changes in Law Provides Benefits for Elderly Widows of Railroad Employes

Some previously ineligible widows of career railroad employes may qualify for a survivor annuity under the Railroad Retirement Act as a result of recently enacted legislation. The new annuities will generally be for $38.50 a month. They will be payable to widows who have already attained age 72 or who reach that age before 1969.

The new benefits were made possible by a change in the law that reduced the number of quarters of coverage required for an insured status by employes who died or reached age 65 before 1957. For a widow to be entitled to the benefit under the Railroad Retirement Act, her deceased husband must have had at least 10 years of railroad service and a current connection with the railroad industry when he retired or died, in addition to having from three to five quarters of coverage.

The new benefits will first become payable for September 1965. Widows who think they may be eligible can apply for the benefits at any office of the Railroad Retirement Board.

A Peter McGuire's Dream

(Editor's Note: The author was a popular trade union editor in New York who died last year.)

by Alton Levy

Walther Reuther was in rompers
When a Jew named Samuel Gompers
(Many years before the old Triangle fire)
Set a project into motion
That was based upon a notion
Of an Irish labor leader, Pete McGuire.

It was simple, Pete's conception,
And it got a swell reception,
From the workers who were throwing off their chains.
Once a year, at least, said Pete,
Let's "down tools" and, when we meet,
Pool our energy, our efforts and our brains.
This proposal by McGuire
Spread just like a prairie fire
And, before you could say "pinkerton" or "scab,"

Every state throughout the nation
Had a labor demonstration
And a speaker with a wondrous gift of gab.
Every gain that labor's winning
Had a modest, small beginning
In the rallies of the old McGuire scheme;
But there's little cause for bragging
For that old-time spirit's lagging
And those holidays of yore are but a dream.

Yet to those who can remember,
On that day of each September
There was something almost magic that was shared
When the workers — young and older—
Marched with shoulder close to shoulder.
As for color or religion — no once cared!

So once again let's be old-fashioned;
Let our voices be impassioned
As we fight together for our rightful place.
And this sixth day of September
Let each union man remember
Labor looks upon the man and not his race.

The necessity for an extended and co-ordinated manpower policy for Canada is one of the greatest essentials in meeting our changing economic conditions. Regardless of the optimistic statements of some government spokesmen, we are still far short of such a program.

These are only some of the items in the long list of social requirements which still confront us in Canada. Beyond this is our obligation to other countries.

World tensions reached most serious proportions in recent months. The Canadian Labour Congress has always regarded international affairs as a matter which should concern every citizen. Our failure to narrow the gap between the highly industrialized and the developing nations has undoubtedly been a factor in continuing world conflict. It has been the position of our organization that Canada should extend its efforts in this regard by appropriating a minimum of one per cent of our gross national product to an assistance program. The matters which concern us within our own borders will have little or no significance if we fail to maintain world peace.

It seems obvious, therefore, that as organized labour again observes its particular day there are many tasks to which we should rededicate ourselves for the good of our members and their families, and for the benefit of all people throughout the world.

A Better Life for Americans

by Senator Robert F. Kennedy (D., New York)

Labor Day is properly a day of tribute to the contributions of laboring men and women to the greatness of America. Through their organizations they have helped to put into practice the ideals and objectives contained in our most precious national documents, the Declaration of Independence and the Constitution. Free labor unions have long worked to repair the damage done by injustice. They have brought a better life to their members and they have also worked for justice in the community at large.

And in the times of international crisis, American labor has helped to guard the ramparts of freedom. Thus, not only is Labor Day 1965 a time for tribute, but it is a day to reaffirm our faith in our country's democratic vision.

Signal Contribution of Labor

by Sen. Wayne Morse (D. Oregon)

On February 21, 1887, I am proud to point out, Oregon became the first state to establish Labor Day as a legal holiday. Since then, this now national tribute paid to America's workers has helped fix fast in our minds the signal contributions of laboring talent and strength to the economic growth and social maturing of our nation.

The striving of our people's arms and backs and brains has merited the world's attention and respect through war and peace. And properly so, for out of the American labor force has come an expression of one of the most, if not the most, distinctive features of a democratic society: the free labor organization, collectively bargaining for the employment security and dignity of its members.

Whether through union or otherwise, however, the essential contribution of this country's worker has been his ongoing belief in and support of the institutions of freedom.

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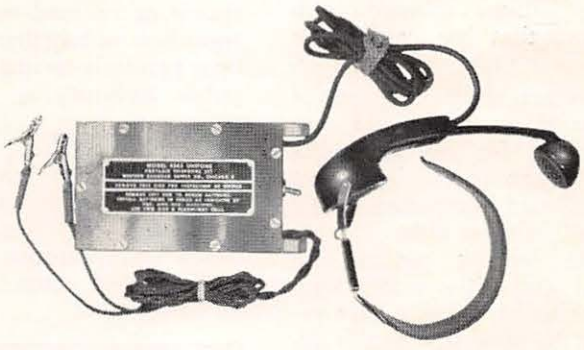

THE FAMED UNIFONE is now available with built-in filter which will pass the voice frequencies and effectively block all frequencies above the voice band.

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See ECE/WRRS Catalog K, Part 2, Plate K 2176

ELECTRONIC COMMUNICATION EQUIPMENT

DIVISION OF WESTERN INDUSTRIES, INC.

1249 West Loyola Avenue, Chicago, Illinois 60626

'Balanced' Transportation Planning Means More Public Transportation

A LOT IS HAPPENING IN the business of moving people around the city: Manufacture and design of passenger equipment is booming. Government is moving on the metropolitan transit problem with plans, financing and subsidies. Rail rapid transit is in the works for a number of major cities.

In addition, railroad commuter traffic is no longer a step child. Besides getting lots of attention, it is making lush profits in Chicago and getting solid support in cash from government in the east.

Change has had to come because public reliance on private automobiles and government subsidized freeways has not only failed to solve transportation problems but has brought more and more congestion and exorbitant costs while traffic chokes off downtown business and freeways use up the land from which city tax revenues are derived. No one suggests that freeways and automobiles are not essential. It is the exclusive dependence on this mode of transport, especially for peak - hour journey - to - and - from work traffic, that has caused the mess in so many cities.

In the years since the end of World War II, as the private auto has accounted for an increasing percent of urban travel, bus street car and railroad commuter traffic has declined in most cities. Private corporations seeking profits and government authorities under legal compulsions to cover costs have responded in the same way to this decline. They have raised fares and reduced service. Sometimes this improved the operating ratio of the system and sometimes not, but it always brought a further decline in riding. If this was not enough of a spiralling effect, it was compounded by the jam of automobiles slowing up buses and street cars and so making them less acceptable to to public as well as more costly to operate. On most properties, investment has lagged and equipment has deteriorated.

Comparison of wage trends in the transit industry and in other major U. S. industries leaves no doubt that these conditions have had a depressing effect on wages.

By Jack Frye — Economist
Labor Bureau of Middle West

The decline of railroad passenger traffic has been fully exploited as a justification for denying improvements proposed by railway unions. If it were not for the high degree of organization on the transit and railroad systems, the economic impact on the workers would undoubtedly have been much more severe.

This downward trend might have continued indefinitely if it only affected employes and stockholders. But transportation is truly a public-interest industry. Besides the sizeable percent of the public that has no other means of transportation, every motorist jammed in rush-hour traffic, every businessman and property owner in congested downtown districts and every taxpayer asked to allot more dollars and land to expressways is also directly affected by the state of public transportation service in his city. "Public transportation" means service to the public — bus, street car, rail rapid transit or railroad suburban service regardless of whether it is operated by a privately owned company or a public authority.

Hidden Expense

As the crisis has developed in peak-hour traffic and downtown congestion, economic studies of the urban transportation problem have produced some startling facts:

When a citizen who works in the city center moves out to the suburbs and then must commute at the peak hour by a private auto in which he has invested $2,300, he is expecting the community to match this with a highway investment of $23,000. The total cost to the individual and to the community of transporting an **additional** person downtown at the rush hour by private auto may be from $5 to $8 per day while the cost of public transportation would be between $0.50 and $1.60. In some cases, it is estimated that the gasoline gax for peak hour driving would have to be raised to 75 a gallon before the motorist would be paying his own way.

In contrast to these high total costs for automobiles, the studies find that trip choices between private cars and public transportation are made without considering any costs except out-of-pocket costs such as gasoline and parking fees. Overhead costs of owning and maintaining a car as well as community costs of streets, roads, traffic control, accidents, noise, fumes, urban sprawl, etc. are generally ignored.

But now the mounting costs of accommodating more and more cars cannot be ignored any longer, especially when the millions spent do not relieve the congestion but instead seem to generate more and more traffic.

Now the attention and resources of federal, state and local governments are being directed to the urban transportation problem. All serious evaluation of the problem finds the only possible answer in the direction of a balanced transportation system for the city. In the years since World War II everything has been put to the service of the private automobile. So to get balance means just one thing: **expansion of public transportation.** Expansion of service and of investment in equipment and facilities is under way and it will not be limited by what the farebox will finance.

After years of neglect, railroad commutation service has been recognized as absolutely indispensable

72nd Observance Of Labor Day

By Rep. Wright Patman
(D., Texas)

My sincere best wishes go to Labor on this 72nd observance of Labor Day as a national holiday. Throughout the years my enthusiasm for the best interests of working people has never wavered. And I am happy for the opportunity, as Chairman of the House Committee on Banking and Currency, to contribute to their happiness and well-being. The importance of adequate credit and low interest rates in an advanced society such as ours can never be underestimated. I feel privileged at this time to join with my many friends in the labor movement, as well as my fellow citizens everywhere, to renew our dedication to the good and great principles represented by Labor Day.

by major eastern metropolises. Service abandonment toward which rail management had been aiming —would shift intolerable burdens onto the already jammed highways. At the same time a change in the economics of commuter operations has become evident. In 1962, for the first time, revenue per commuter mile was higher than for other railway passenger traffic and the commuter part of rail passenger business increased in 1963 and 1964.

With new equipment and improved service some lines — notably the C & NW—are making substantial profit with rising volumes and without raising fares. Philadelphia and New York commuter railroads are getting direct financial support from local, state or federal government to maintain or expand service.

Publicly owned rail rapid transit systems with grade separated rights of way operate in New York, Chicago, Philadelphia, Boston and Cleveland and in none do fares cover costs. New York costs are reported at 23 cents with a 15 cents fare for a 35 percent subsidy. A 29 percent subsidy is reported for the Boston MTA.

Service is being furnished in excess of what fares will sustain, financed by public subsidy because the alternatives would be much more expensive. The unacceptable alternatives are either strangulation of the city center in a jam of traffic on existing streets and freeways or fabulous outlays for more freeways that gobble up the city center itself.

Further expansion of public service is indicated by economic studies that take into account the costs and benefits of alternative means of transportation to the whole community. Only overall planning based on such studies for a whole metropolitan area including all

FIGHT MUSCULAR DYSTROPHY

such matters as land use, employment trends and population growth can keep the traffic mess from becoming infinitely worse in the future. Balance and planning are the key ideas for future metropolitan area development.

No group has more reason to participate in this planning than transportation employe organizations. Employe interests are closely linked to the public interest in transportation service. The public interest in high standards of safety and service require good wages and working conditions. The employe interest is part of the broader public interest. Transportation unions can promote the public interest and improve their own position by bringing the facts about the advantages of expanding public transportation service into the hearings and controversies about area transportation planning in their communities.

There is much educational work to be done in this area because the highway interests have somewhat oversold the freeway solution in recent years, and highway department officials play a big part in government planning.

Deficit Operation Saves Millions

The changes that are now taking place in the business of city passenger carriage will produce profound changes in the climate in which unions in this industry work and bargain. There will certainly be growth in the number of passengers carried, in frequency of service, and in investment in new equipment and facilities. Service will expand without much regard to whether or not fare collections will ever cover costs. Commuter passenger service will more and more be considered essential and must be provided in abundance like post office mailing or education. The old ability-to-pay or poor mouth argument in negotiations with unions or in setting fares will have less force. No one expects school teachers or the fire department to make a profit. In the same way an efficient transportation system running at a deficit can save a city millions in taxes, land, highway, accident and automobile costs.

Expansion of levels of service and appreciation of the essentiality of transit service to the public will improve the bargaining situation of transportation unions and will expand job opportunities in some parts of a system for operating employes and for workers in equipment building and maintenance shops. However, it is also likely that technological developments will bring efforts to automate on highest density lines where exclusive rights of way are available, raising new job security issues. They will be much easier to resolve if there is a rising level of operations over-all.

Of only one thing can we be absolutely sure. That is **Change.** No one can say what the state of urban transportation will be 20 years from now. But it will be considerably different from what it has been during the past 20.

Woe to the Solitary Man!

by Rep. John H. Dent (D., Penn.)

There is no accident to the organization of labor. It answered a need to effectively represent individuals against a business or industrial enterprise. There can be no better illustration of our market system of economics than two organized forces — business and labor — bargaining for mutual satifaction. Indeed, this type of agreement is the basic thread which runs through our democratic process.

Many even quote the Bible to demonstrate that unionism is against the grain of America; I would like to quote the Bible to refute this unwarranted abuse:

ECCLESIASTES 4:9-10 says: "Two are better than one: they get a good wage for their labor. If the one falls, the other will lift up his companion. Woe to the solitary man! For if he should fall, he has no one to lift him up."

Labor's Accomplishments
By Rep. Edith Green
(D., Oregon)

On this day the labor movement justly celebrates its tremendous accomplishments—so many of which can be documented in better wages, working and living conditions for millions of Americans. But the achievement which will forever elude exact statistical analysis remains, nevertheless, the greatest and most enduring. Organized labor has narrowed the gap between the American dream and the reality of a society in which each individual lives in decency and dignity. In so doing it has immeasurably enriched not just the lives of its members, but of the whole fabric of our society.

Free Trade Unions Vital
By Senator Stephen M. Young
(D., Ohio)

Free trade unions are vital to the welfare and growth of our nation. Through their unions, working men and women have won hard-earned victories, the fruits of which will continue to be reaped by generations yet unborn. American workers are the envy of men and women the world over. They rear their families on the right-side of the railroad tracks and they walk with dignity and love of country. If I were a working man instead of a lawyer and now a United States Senator, I would belong to the union of my craft and sit in the front row.

THIS IS YOUR COPY

Agreement

Dated November 1, 1956

Between

Railroads Represented By The
Eastern, Western and Southeastern Carriers' Conference Committee

And

The Employes of Such Railroads Represented By The
Employes' National Conference Committee,
Eleven Cooperating Railway Labor Organizations

Brotherhood President Jesse Clark has requested that the text of National Agreements signed in past years be reproduced in The Signalman's Journal as space can be made available. It is President Clark's thought that each member of our Brotherhood should have as complete a file as possible of all agreements applicable to him.

We suggest that you remove this reference material and add it to your file of working agreements. Watch future issues for important additions to your file.

Mediation Agreement

This agreement made this 1st day of November, 1956, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employes shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Eleven Cooperating Railway Labor Organizations, witnesseth:
It is agreed:

ARTICLE I—INITIAL WAGE INCREASE

Effective November 1, 1956, all hourly, daily, weekly, monthly and piecework rates of pay for employes covered by this agreement will be increased in the amount of 10 cents per hour applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Article I shall be applied as follows:

(a) **Hourly Rates**—Add 10 cents to the existing hourly rates of pay.

(b) **Daily Rates**—Determine the equivalent hourly rate by dividing the existing daily rate by the number of hours comprehended by the daily rate. 10 cents per hour multiplied by the number of hours comprehended by the daily rate shall be added to the existing daily rate.

(c) **Weekly Rates**—Determine the equivalent hourly rate by dividing the existing weekly rate by the number of hours comprehended by the weekly rate. 10 cents per hour multiplied by the number of hours comprehended by the weekly rate shall be added to the existing weekly rate.

(d) **Monthly Rates**—Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. 10 cents per hour multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate.

(e) **Piece Work**—Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply. In the absence of any definite rule governing, the equivalent of 10 cents per hour shall be added to the unit piece-work price.

(f) **Red Caps**—Rates of pay, or guarantees, for Red Caps will be increased by 10 cents per hour. This amount will be multiplied by the number of hours paid for, and this sum will be added to the earnings of Red Caps regardless of the method of determining their earnings.

(g) **Minimum Daily Increases**—The increases in rates of pay described in paragraphs (a) to (f), inclusive, shall be not less than eight times the applicable increases per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under existing rules agreement an employe is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(h) **Deductions**—In so far as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(i) **Application of Wage Increase**—The increase in wages provided for in this Article I shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and each labor organization of employes, and in instances where fixed daily, weekly, or monthly rates are paid for all services rendered, the increase in wages shall be applied in such manner as will give effect to the number of hours used in fixing said rates and to the equivalent hours for special allowances included in said rates. Special allowances not included in said rates will not be increased.

(j) **Coverage**—All employes who were on the payroll of the carrier on November 1, 1956, or who were hired subsequent thereto, regardless of whether they are now in the employ of the carrier, shall receive the amounts to which they are entitled under this Agreement. Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for.

ARTICLE II—SECOND-YEAR INCREASE

Effective November 1, 1957, all hourly, daily, weekly, monthly and piecework rates of pay for employes covered by this Agreement will be increased in the amount of 7 cents per hour, applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Article II shall be applied in the same manner as provided for in Article I.

ARTICLE III—THIRD-YEAR INCREASE

Effective November 1, 1958, all hourly, daily, weekly, monthly and piece-work rates of pay for employes covered by this agreement will be increased in the amount of 7 cents per hour, applied so ast o give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Article III shall be applied in the same manner as provided for in Article I.

ARTICLE IV—COST-OF-LIVING ADJUSTMENT

(a) Wage rates resulting from the increases provided for in Articles I, II and III of this Agreement, without taking into consideration cost-of-living adjustments, will not be reduced under this Article IV. However, such wage rates are subject to a cost-of-living adjustment to be made on the dates provided in paragraph (b) whereby the adjusted rate as of May 1 and November 1 each year will exceed the rates resulting from the increases provided for in Articles I, II and III by 1¢ per hour for each five-tenths of a point by which the index specified in paragraph (b) as of March 15 and September 15, respectively, each succeeding year exceeds the index of 117.1 for September 15, 1956. The initial allowance of 1¢ per hour made when the index reaches 117.6 will not be eliminated unless the index reaches the 117.1 level or less.

(b) The cost-of-living adjustment will be determined in accordance with changes in the "Consumers' Price Index for Moderate Income Families for Large Cities Combined"—"All Items" (1947-1949=100)—as published by the Bureau of Labor Statistics, U. S. Department of Labor and hereafter referred to as the BLS Consumers' Price Index. The cost-of-living adjustment shall be made commencing May 1, 1957, and each sixth month thereafter based on the BLS Consumers' Price Index as of March 15, 1957, and the BLS Consumers' Price Index each sixth month thereafter as illustrated by the following table:

BLS Consumers' Price Index as of:	Effective Date of Adjustment—first pay period on or after:
March 15, 1957	May 1, 1957
September 15, 1957	November 1, 1957
March 15, 1958	May 1, 1958
September 15, 1958	November 1, 1958
March 15, 1959	May 1, 1959
September 15, 1959	November 1, 1959

The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment. The cost-of-living adjustment will be applied as a wage increase or a wage reduction in the same manner as the wage increase provided for in Articles I, II and III hereof.

(c) The adjustments are to be made on the dates as illustrated in paragraph (b) of this Article in the amounts illustrated in the following examples:

BLS Consumers' Price Index	Cost-of-Living Allowance
117.1 and less than 117.6	None
117.6 and less than 118.1	1 cent per hour
118.1 and less than 118.6	2 cents per hour
118.6 and less than 119.1	3 cents per hour
119.1 and less than 119.6	4 cents per hour

and so forth, with corresponding 1 cent per hour adjustment for each .5 point change in the index.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumers' Price Index on or before the effective dates specified in paragraph (b), the cost-of-living adjustment will become effective on the first day of the pay period during which the index is released.

(e) No adjustments, except as provided in paragraph (f), shall be made because of any revision which may later be made in the published figures of the BLS Consumers' Price Index for any base month.

(f) The parties to this Agreement agree that the continuance of the cost-of-living adjustment is dependent upon the availability of the official monthly BLS Consumers' Price Index in its present form and calculated on the same basis as the Index for September 15, 1956, except that, if the Bureau of Labor Statistics, U. S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumers' Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for September 15, 1956, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index for September 15, 1956, described in paragraph (b) hereof.

ARTICLE V—HEALTH AND WELFARE

(a) In addition to the wage adjustments provided for in Articles I, II, III and IV of this Agreement, each car-

rier party to this agreement will pay to The Travelers Insurance Company for each month after October, 1956, the following:

(1) The carriers parties to this Agreement who are parties to The Travelers Insurance Company Group Policy Contract No. GA-23000 will pay $10.9395 ($11.05 less one percent for railroad costs) per month for each employe who is a "Qualifying Employe" as defined in the Group Policy Contract and who shall have rendered compensated service to the carrier in such month. The payments required by this paragraph of such carriers shall be in lieu of the payments required under paragraph 2 (a) of the Health and Welfare agreement between the parties hereto made at Chicago, Illinois on December 21, 1955.

(2) All carriers parties to this Agreement and not parties to The Travelers Insurance Company Group Policy Contract No. GA-23000 will pay $4.2075 ($4.25 less one percent for railroad costs) per month for each of its employes represented by any of the organizations signatory hereto who would be a "Qualifying Employe" as defined in The Travelers Insurance Company Group Policy Contract No. GA-23000 if the carrier were a party to such Group Policy Contract, and who renders any compensated service to the carrier in such month. The payments required by this paragraph of such carriers shall be in addition to the payments required under paragraph 2 (b) of the Health and Welfare Agreement between the parties hereto made at Chicago, Illinois, on December 21, 1955.

NOTE: In the application of paragraphs (1) and (2) above, carriers who are parties to The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to some, but not all their employes represented by organizations signatory hereto, shall be governed by paragraph (1) as to employes covered by such Group Policy Contract and by paragraph (2) as to employes not covered by such Group Policy Contract.

(b) The parties hereto will secure expansion of the terms of The Travelers Insurance Company Group Policy Contract No. GA-23000 so as to provide, effective December 1, 1956, to dependents (as defined in The Travelers Insurance Company Group Policy No. GA-23111) of all employes for whom payments are required to be made under paragraph (1) or (2) of Section (a) of this Article, as nearly as practicable, the same Hospital, Medical and Surgical benefits now provided to "Qualifying Employes" under said Group Policy Contract No. GA-23000 in so far as the funds available will permit consistent with a reasonable margin of safety.

ARTICLE VI—DURATION OF AGREEMENT

The purpose of this Agreement is to fix the general level of compensation during the period of this Agreement. Therefore, subject to the provisions of paragraphs (d) and (e) of this Article, no carrier or organization, party to this Agreement, will serve any notice or progress any pending notice to—

(a) Increase or decrease rates of pay established by Articles I, II, III and IV of this Agreement.

(b) Increase or decrease the rate of compensation provided in existing agreements or understandings, or eliminate or establish agreements providing the rate of compensation, covering overtime payments, arbitrary payments, Sunday or holiday payments, time paid for but not worked, or increase or decrease the number of paid holiday or paid vacation days.

(c) Increase or decrease the amount ot payments required to be made by the Agreement of December 21, 1955, and Article V of this Agreement for hospital, medical and surgical benefits for the employes and their dependents.

(d) This Article VI does not prevent adjustments under normal processes on the individual carriers in the rates of pay of individual positions; correction of inequities as between rates for different individual positions on a particular railroad; or negotiation of rates for new positions or positions where the duties or responsibilities have been or are changed. This Article VI will not debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

(e) This Article VI does not prevent the progressing of pending notices, the serving of notices and the negotiation of agreements dealing with stabilization of employment, separation allowances or other matters not prohibited by the foregoing provisions of this Article VI.

ARTICLE VII—APPROVAL

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

ARTICLE VIII—EFFECT OF THIS AGREEMENT

This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about June 20, 1956, and to proposals served by the individual railroads on organization representatives of the employes involved on or about the same date, and shall be construed as a separate agreement by and on behalf of each of said carriers and its employes represented by each of the organizations signatory hereto, and shall remain in effect until October 31, 1959 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that notices may be served before the expiration of the three-year period, provided such notices do not contemplate effective dates earlier than November 1, 1959.

SIGNED AT CHICAGO, ILLINOIS THIS 1ST DAY OF NOVEMBER 1956.

Letter of Understanding

Referring to National Mediation Board Case No. A-5256:

It is understood that the language used in the authorizations of the Eastern, Western and Southeastern carriers, reading:

"This authorization is co-extensive with provisions of current schedule agreements applicable to employes represented by the organizations listed above"

is subject to the understanding that the parties have no intention of changing by expanding or contracting the scope of previous national wage increase agreements.

It is further understood that Article V of the Agreement signed this date covering dependent health and welfare benefits is subject to the provision now contained in appendices to The Travelers Insurance Company Group Policy Contract No. GA-23000 reading as follows:

"(Participation of individual carriers listed herein, as to the respective classes of employes, is limited to positions covered by the rates of pay rules of the individual schedule agreements. This shall be construed to mean that this policy contract shall cover and apply to the occupants of those positions which are covered by the Agreement of March 19, 1949, generally known as the 40-Hour Week Agreement, including subsequent agreements and understandings relating thereto. Subject to the foregoing classes of employes covered by such participation are indicated by 'x' inserted in the appropriate columns below.)"

Labor Day Special

An Interview With President Jesse Clark

Brotherhood President Jesse Clark candidly discussed several issues of current interest in a joint interview with *The Signalman's Journal* and the Editor of *Railway Signaling and Communications.*

During the interview RS&C Editor Robert W. McKnight asked President Clark several questions based on his prior conversations with signal engineers from various railroads.

President Clark pointed out that not long ago Chesapeake & Ohio Board Chairman Cyrus Eaton expressed the opinion that railroad management should seek the aid of organized labor in solving the industry's major problems. Clark added that signal engineers could well follow Mr. Eaton's advice instead of telling union representatives to "mind their own business."

"We are ready and willing to cooperate, but this is not a one way street," Clark declared.

In answering the questions asked, President Clark explained our Brotherhood's position in regard to safety, automation, attrition, collective bargaining, seniority rights, employe training, jurisdictional problems, civil rights, and other issues.

Questions and answers from the recorded interview are reproduced here for your information.

Because you're a signalman, Mr. Clark, I'm sure that you appreciate the importance of safety. I note that in recent Interstate Commerce Commission actions the Brotherhood of Railroad Signalmen has been in the forefront in making its position known. For example, as regards the hearings on the proposed changes in the Signal Rules, Standards and Instructions, Ex Parte 171, you vigorously opposed some of the rules changes. Why?

The proposed changes in the rules governing the maintenance and operation of the railroad signal systems constitute tampering with accepted and proven safety devices and standards. In proposing these changes it has been stated that there exists a need to "modernize" and to "clarify" present rules in the light of technological advances. However, a close study reveals much more than a mere updating.

The new rules would create situations dangerous to public and employe safety which do not now exist under the time-tested present rules of signal maintenance and operation. Railroad corporations would be allowed to reduce and defer maintenance on signal and other protective devices and attempt to speed up train movements through the relaxing of restrictions required by present signal indications.

The new rules favor cheap maintenance over adequate safety. It is now required that railroad corporations repair signal equipment "promptly." Proposed changes would permit hazardous delay. On just this point I stated before the hearing examiner that any apparatus that fails or is not functioning properly should be repaired immediately, and not at some future date or some future time.

This and other proposed changes cannot be described as "modern" or necessary because of technological changes. Their main effect would be to relieve the railroad corporations of the cost of installing and maintaining adequate signal systems and to nullify the safety factor inherent in present restrictions imposed by signal indications.

But let me point out that we have not been opposed to all the proposed rule changes. At informal conferences with the Carriers and the ICC's Bureau of Safety and Service, we overcame several differences of opinion. The examiner noted in his report that all parties agreed to changes in eight rules. Of the 26 rules under consideration, we are now opposed to changes in only 11 rules. That's less than half, so I think that it is a pretty good batting average for cooperation.

Why does the BofRS oppose some applications to the ICC for signal changes, particularly where they are often concerned with installing relay interlockings in lieu of mechanical plants or CTC in lieu of automatic block signaling?

The Brotherhood does oppose some applications filed with the

ICC by the Carriers for signal changes. The purpose of this opposition is based primarily on safety, because in many instances the proposed changes would have the effect of reducing safety of operations. This not only from an operating standpoint but also for the purpose of reducing facilities and maintenance with the view of saving manpower.

Notwithstanding these facts, the proportionate number of applications that are opposed by the Brotherhood is insignificant. The record will show that 390 "Bs-Ap" applications for changes have been filed in the past two years, and only 12 protests have actually been filed by the Brotherhood during this period. It will be observed this is only 3 percent of the total.

In addition, there have been 72 "RS&I" applications filed for changes or relief from the rules in the two-year period, and only two protests were filed by the Brotherhood, or only 2.7 percent of the total.

These figures are current and cover the last two years ending June 30, 1965. This period was chosen to have the data current and to permit any desired comparison with the Annual Report of the Bureau of Safety and Service.

Of course other protests may have been filed by other interested organizations affiliated with the RLEA, over which we have no control as each organization has full autonomy in such matters.

Always a strong proponent of safety the BofRS points out that the ICC and railway managements are not always as safety conscious as they might be. Could not the BofRS work more closely and harmoniously with the ICC and rail managements to improve safety?

We are pleased to note that the BofRS position on safety is recognized. We hold that *safety* is the primary function of our department. And we further hold that signaling contributes more to the safe and efficient operation than any other group of employes in the industry.

We feel it is part of our duty to hold the ICC and the railway managements in line and not permit reduction in safety-of-operation by applications for changes. On the contrary to what the question implies, if the ICC and the Carriers would work more closely and harmoniously with the Brotherhood, safety-of-operation would be improved. But we are seldom taken into confidence and never informed in advance of proposed changes by either the ICC or the managements.

One aspect of safety, or course, is having a sufficient number of qualified signalmen available. But is this going to introduce higher labor costs which might be offset by installing more signaling equipment?

Obviously, by the employment of more signalmen, the higher the labor costs would be, but, in my opinion, by the installation of more signaling devices the Railroads would be advantaged by improvements in safe and efficient operations. The more signaling, the better the railroad.

Should not the B of RS take a position on employment similar to John L. Lewis and coal miners — let railroads put in more automation and signal equipment so those who are left will have well paying jobs?

Primarily, the answer to this question is that the railroads are not a "dying industry" such as coal mining. The railroads are not worked out like many mines, and if the Carriers will provide the service that the public needs and requires, more positions would be provided for the workers.

The inference that the Brotherhood has prevented automation or the installation of signaling equipment is not only imaginary, it is untrue. Generally, the more the railroads are automated with the installation of modern signaling facilities — the better we like it. It is an indisputable fact that these modern facilities and equipment provide more work for signal department employes and at a vast saving to the Carriers. Hence we hold that the railroads should not only provide well paying jobs for the employes left in the industry, it should provide better paying jobs for more signalmen in the industry. The difficulty is that signal department employes are constantly fighting for better paying jobs and better working conditions, and are constantly opposed by the railroads. The members of our craft are not even permitted to enjoy rates of pay and conditions of employment equal to those who perform jobs requiring far less skill and responsibilities in other industries. Let's put the blame where it belongs.

The facts are: in a recent wage case the Brotherhood requested an increase in pay to place the employes it represents more nearly on the level of other skilled workers. We were vigorously opposed by the Carriers and, notwithstanding Carriers' opposition, the Emergency Board appointed by the President of the United States found after hearing the evidence of both parties that a meager wage increase would be granted simply to keep the signal department employes in step with other railroad workers. The Board definitely stated that the "signalmen do suffer from a serious wage inequity." The Board felt, however, that it could not recommend full correction of these inequities at one time. It is apparent that it regarded the four cents differential increase as only a modest first step of correction toward what it described as a "serious wage inequity."

Are you willing to work with railroad managements in reducing payrolls through attrition?

This question is simple, and fully answered by the provisions of the February 7, 1965 agreement. A key point in that agreement refers to protected employes. These are employes who were on active service as of October 1, 1964 and had two or more years seniority. In other words, members with two years or more of service could not be laid off, but, their jobs could be eliminated by attrition—left unfilled when an employe dies, retires, quits or is discharged for cause.

A railroad shall have the right to make a force reduction under emergency conditions, such as a flood, earthquake, snowstorm, hurricane or strike, provided that the road's operations are suspended in whole or in part and that the work that would have been performed by those suspended can not be performed because of the emergency.

If a railroad's business declines in excess of five percent in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964,

a reduction of protected employes may be made during this 30-day period. But such employment reduction must be limited to one percent for each one percent of the business decline that exceeds five percent. Upon restoration of the railroad's business, those employes falling under the agreement who were furloughed must be recalled to service. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton miles divided by two.

Another provision of the agreement holds that the carrier agrees to maintain work forces of protected employes, represented by BofRS for example, in such manner that force reductions of protected employes below the established base as defined herein shall not exceed 6 percent per annum. The established base shall mean the total number of protected employes in each craft who qualify as protected employes.

It has been said that BofRS is "unreasonable" in bargaining in that it will not give up anything it has and wants more.

I think that's complementary. What would our accusers have us give up? We readily admit that we want more and desire to accomplish better wages and working conditions for the people we represent.

Does the question imply that in collective bargaining we should have agreed with the Carriers' counterproposals served on us on or about February 22, 1963 when we attempted to secure a reasonable pay increase?

Let's take a look at the record. What did the Carriers ask us to give up? We quote:

"(a) Eliminate all agreements, rules, regulations, interpretations, and practices, however established, which in any way handicap or interfere with the carrier's right to—

"(1) Transfer work either permanently or temporarily, from one facility, location, territory, or department to another facility, location, territory or department;

"(2) Contract out work;

"(3) Lease or purchase equipment or component parts thereof, the installation, operation, maintenance or repairing of which is to be performed by other than employes of the carrier;

"(4) Trade in and repurchase equipment or exchange units;

"(5) Make effective any other changes in work assignments or operation."

To have agreed with these counter proposals of the Carriers, the signal department as such would have virtually disintegrated. We simply ask that you study carefully what we were requested to give up. Weigh the language carefully!

What would have been left? The Carriers would have been free to transfer all work to others, and to different departments or locations, to contract out our work, to lease or purchase equipment, trade in and repurchase equipment or exchange units, and make any other changes desired. Does this not imply that signal department work could be done away with entirely, as such, which would obviate the need for both employes and signal department officials?

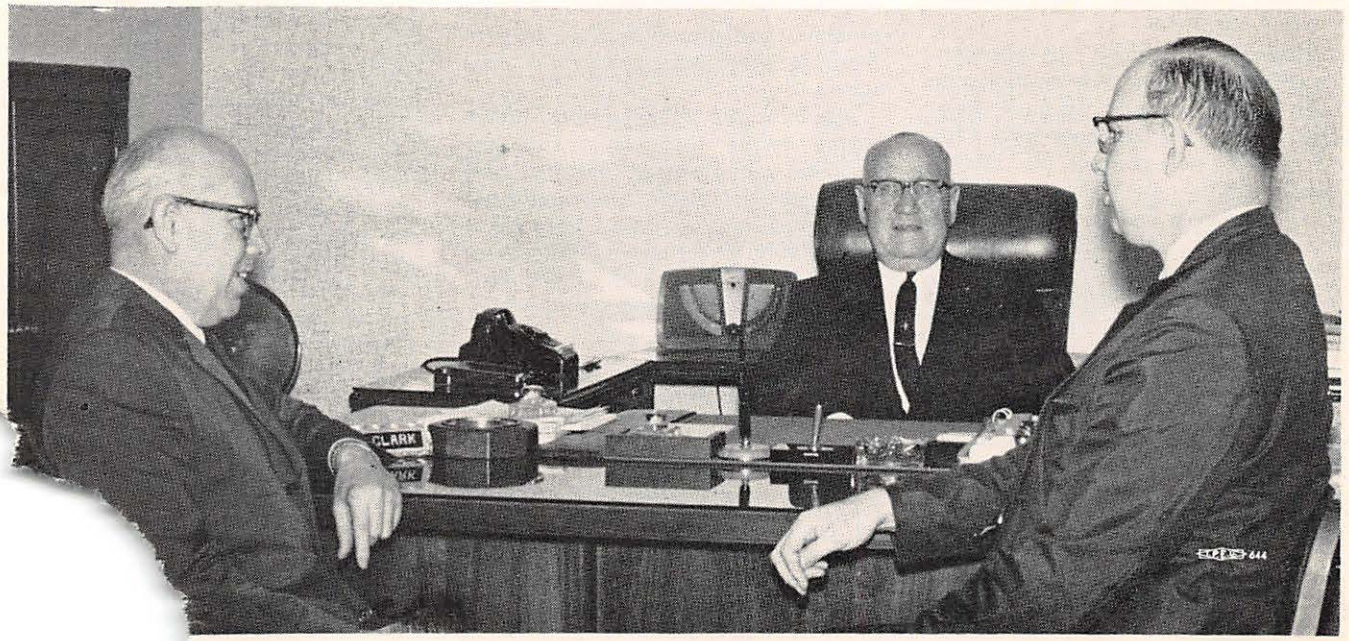
If we are charged with being unreasonable for opposing these requests of management, we welcome the charge. And, in our opinion, the signal officials should have joined with us in our opposition. Yes, we want more—not only to enhance our position, but that of the signal department.

Where railroads have consolidated divisions, why does the BofRS oppose consolidating seniority districts?

Generally we do oppose such unilaterally imposed consolidations, however, in the event such consolidations are made we vigorously endeavor to protect the interests of the employes involved. This is evidenced by the Joint Agreement of February 7, 1965, negotiated with the Carriers and the Cooperating Organizations, wherein we provide that employes may be transferred to other seniority districts.

Further, and to be more specific as to the position of our Brotherhood, during the year 1963 we conducted a referendum to amend the Constitution of our Brotherhood to grant Grand Lodge authority to handle such mergers or consolidations. As a result, we included a new Article in our Constitution, reading:

"ARTICLE V—MERGERS: Sec. 1. Reconciliation of Agreements and readjustment of seniority occasioned by mergers between Carriers not resolved by the Locals and Committees involved, within nine months following effective date of merger, will be taken over by Grand Lodge and resolved consistent with the best interest of the majority of the employes involved. The action of Grand Lodge shall be final."



center, is shown as he discussed issues of current interest with E. L. Abbott, left, editor of The Signalman's Journal and Robert McKnight, right, editor of Railway Signaling and Communications.

Would you be willing to have one seniority district for a whole railroad so men could be transferred (with certain safeguards)?

This depends greatly on the conditions existing on the individual carrier. It also depends on the protection afforded the employes involved. We feel there are some railroads where one seniority district would be satisfactory, however, there are others where such conditions would cause serious economic hardship on the employes. In any event, adequate safeguards must be provided for the protection of the affected employes and the provisions of our February 7, 1965 Agreement fully complied with. Again, the facts are: We now have only one seniority district on many Carriers. But we insist on protection for the employes when they are transferred from point to point. They should not be treated like gypsies.

Now Mr. Clark, I'd like to turn to another topic of interest, namely training of signal employes. Why does the BofRS insist on employe training being done on company time and company expense? If the situation reaches an impass on a railroad, is it not better to work with signal engineers who have some type of training program, even on men's own time, rather than no training at all?

This question involves many ramifications. Obviously, we would be remiss in our duty if we did not endeavor to have employes trained on company time and at company expense. The simple reason is that it is the employe's time — and the Carriers benefit from having better trained employes.

However, factually, we are constantly encouraging the employes to train themselves, and we have negotiated several agreements with Carriers whereby employes do receive some training on their own time, study textbooks at home, and then it is left to the Carriers to examine the employes as to whether they have sufficient knowledge to meet the requirements.

Moreover, we have recently adopted a complete training program and made it available to our entire membership in an effort to train employes to better perform carrier service. In some instances the Carriers have agreed to pay for their textbooks and some training programs provided the course is completed by the trainee, meets the requirements of the Carrier, and trainee passes a satisfactory examination.

Americans Owe A Debt To Workers

By Rep. John Brademas
(D., Indiana)

Organized labor has contributed greatly to the healthy and vigorous character of the American economy. The annual increase in the productivity of the American worker has played a major role in the longest peacetime expansion in our nation's history. All Americans owe a debt to the working men and women of our country.

To infer that we are unwilling to work with a signal engineer or other carrier official in such programs is unfair and not factual.

Furthermore, we are at present working with the Bureau of Apprenticeship and Training, United States Department of Labor, in an endeavor to have an adequate signaling training program established. We have expended considerable time and money in this endeavor but I regret to say we are receiving little cooperation from the Carriers.

What is the BofRS doing to help recruit new men and train them for signal work? In training, are you encouraging men to be informed on electronics so that radar units in yards, hotbox detectors, etc. are not maintained by IBEW or Communications Workers members?

We have no control over the recruiting of new employes. This rests solely with the Carriers. We are endeavoring to train them and do encourage them in various phases of signal work, as mentioned above. We are not willing to have any signal work performed by the IBEW, the Communications Workers, or anyone else not a part of our craft or class. And moreover, we can perform it more efficiently and economically.

Speaking of other unions, what is the BofRS doing to seek advice railroad management backing and action to help BofRS win and keep signalmen, rather than let them join IBEW or other unions?

We are constantly trying to improve signalmen's wages and working conditions, creating more incentive to remain in our department. Further, we have negotiated union shop agreements providing that employes must be members of the organization which has been duly certified as the bargaining agent for the craft or class of employes over which it has jurisdiction. This is in accordance with the provisions of the Railway Labor Act.

Of course, should we relax our activities—permitting the Carriers to have their way, or other organizations to secure better wages and working conditions— there is nothing in the law which would prevent the majority of the employes of a craft or class from changing their bargaining agent. We don't propose to let this occur.

What can railroads and the BofRS do, working together, to help solve jurisdictional problems? Some roads have been victims of labor board rulings in which IBEW or M/W unions have taken electrical or other work away from the BofRS. In some instances, the BofRS has fought for its rights, in others it has sat on its hands.

The railroads and the BofRS can accomplish much to solve the question of jurisdiction, by the Carriers simply consulting with the Brotherhood before assigning its craft work to others. The scope of our Brotherhood's agreements with the Carriers almost universally provide that we shall perform all generally recognized signal work, and most of it is spelled out in detail. However, it is almost the universal position of the railroad management that they have the right to assign the work to whomever they please —and do in many instances, to outside contractors — without consulting in any manner with Brotherhood representatives. When this is done, obviously the Brotherhood files claims and handles their disputes with the National Railroad Adjustment Board and frequently the referees do assign generally recognized signal work to others. This usually results in the railroads paying a premium rate to have their work performed, and particularly if it is awarded to outside contractors.

Further, if signal work is unilaterally assigned to outsiders or t other carrier employes not covere by our agreements, and th erhood's protest or positi tained by the Natio Adjustment Board t ment has been vi viously results in th double for having formed.

Enriched Human Welfare

By Rep. Sidney R. Yates
(D., Ill.)

I salute the working men and women of America on this 83rd Labor Day. In unity you have found strength, and in strength you have enriched both the material production and the human welfare of this nation. I congratulate you, as individuals and as members of labor unions, for your continuing contributions toward the goal of a better life for all Americans.

In most instances, and wherever it has been called to our attention, the Brotherhood has and does fight for the rights of the employe it represents. If, as implied by the question, we have "sat on our hands" in some instances, it was simply because the matter had not been brought to our attention. We will guard more closely in the future.

Turning now to areas of interest other than wage and rules negotiations, can you tell us about some of the other accomplishments of the BofRS?

We are constantly working with the Carriers (primarily, the Association of Western Railroads) in programs for highway grade crossing protective devices, with both installation and maintenance substantially paid for by the taxpayers with a minimum cost to the Carriers.

We have State Legislative Representatives working in almost every state, encouraging more installations and further improvements of these devices. We have distributed much material advocating such programs. Certainly it cannot be disputed that the more of these signal facilities that are installed, the better it is for the railroads both from an economic and safety standpoint. We pay the wages and expenses of our representatives in these activities, but obviously we do not have control of the Carriers' purse strings and cannot pay for the installation and maintenance of such protective devices.

We constantly advocate greater and more extensive use of the rails by the public in both freight and passenger transportation. The very nature of our work contributes materially to the safe and efficient operation of the railroads.

We think it fair to further point out that over a long period of years our Brotherhood has "come out for" and sponsored many progressive programs, such as:

Without claiming full credit, we should state that our Brotherhood, in cooperation with others, helped frame the first *Railway Labor Act* in 1926. We, jointly with the Carriers, sponsored this legislation.

We joined with other organizations in sponsoring amendments to this law in 1934, which created the *National Railroad Adjustment Board,* for the disposition of labor disputes. This legislation has been recognized through all America as model legislation for the handling of labor-management disputes.

Our Brotherhood, in cooperation with others, sponsored the *Railroad Retirement System,* which obviously is of benefit to all workers and officials in the industry.

We were a party to the *Washington Job Protection Agreement* of 1936, protecting the interests of the workers and the railroad in the event of mergers and consolidations.

The Brotherhood alone prepared and engineered the passage of the *Signal Inspection Act.* Of course, we had the cooperation of other unions, but it cannot be disputed that the Signal Inspection Act has done more for our department than any other single bill enacted by Congress.

Our Brotherhood, in cooperation with others, came out for and sponsored *National Vacation Agreements,* and *Health and Welfare Programs,* and we are constantly striving to improve *Safety and Sanitation Legislation.*

The *40-Hour Week* program, and the legislation permitting enactment of *Union Shop Agreements,* have been a boon not only to our craft but to the entire industry.

All America, and particularly railroad workers, have progressed and directly benefited from these progressive measures which we have advocated, and in which we assisted in their adoption. Couple these accomplishments with the adoption of the February 7, 1965 Agreement and I think you'll agree that we have a good record of positive and progressive accomplishment.

There is considerable interest in Civil Rights at the present time, Mr. Clark, and I wonder if you would care to comment on the extent to which the BofRS has participated with respect to seeking qualified men from minority groups?

Americans Owe Debt Gratitude

By Rep. Jim Wright
(D., Texas)

On Labor Day, 1965, those of us in Congress find American organized Labor looking not inward, but outward—unselfishly contributing its support to the goal of a richer, fuller life for all Americans. In no small measure it has been the understanding and support of organized labor that has paved the way for such far-sighted national reforms as the abolition of child labor, improvement of working conditions and the widest dispersion of buying power any nation has even achieved. To all in your ranks who helped make these programs possible, all Americans owe a debt of gratitude.

C & O Board Chairman Urges Rail Management and Labor to Work Together

Railroad managements should seek the aid of organized labor in solving the industry's major problems.

This view was expressed today by Cyrus Eaton, Chairman of the Board of the Chesapeake and Ohio Railway Company.

"Labor and management, working together, can do much to advance our mutual interests and improve the health of our vital industry," Eaton said. "Everyone—including the public, the railroad employe, and the railroad investor—would benefit substantially from this cooperation in our common cause."

Eaton disclosed that he has initiated a series of private conferences with top officials of the railroad brotherhoods which represent employes of the C & O and its affiliated companies aimed at achieving such cooperation.

"I have found them extremely able and dedicated men who have deeply at heart the welfare of their constituency," Eaton said.

Eaton said the railroad industry has a bright future if it continues to provide improved transportation service.

"Of course," he said, "the industry has many problems. All can be solved if we succeed in establishing better communications and mutual understanding between employes, management and investors."

Eaton said more and better job opportunities could be created by cooperation between labor and management to improve railroad efficiency and remove some legislative restrictions.

He said the national economy, as well as everyone dependent on railroads for their livelihood, would profit tremendously from continued strengthening of the industry.

"We—meaning all of us with a major stake in the present and future of the railroad industry—must work together as a team to advance our mutual interests," Eaton said.

The C & O Chairman said the initial response in his private meetings with railroad brotherhood executives "encourages me to believe that we will be able to establish such teamwork."

First, as we indicated earlier, the Brotherhood has no control over the Carriers' hiring practices. We simply accept whomever is employed in our department. The facts are, however, this question is just 25 years behind time.

At my personal suggestion—while I was assistant to the President—at the 1940 Convention of our Brotherhood the following provision was incorporated into our Constitution:

"Article I Sec. 180. A person who is a member of any organization advocating the overthrow of the governments of the United States or Canada shall not be initiated into the Brotherhood. A member of the Brotherhood who belongs to or later joins any organization which advocates the overthrow of the governments of the United States or Canada shall be expelled from the Brotherhood."

Certainly this cannot be considered a discriminating clause, **nor does it oppose integration or employment of anyone** from so-called minority groups. We might pose the question: Would you have it otherwise?

Notwithstanding the above, we think it only fair to point out that under our current Union Shop Agreement we are required to make membership available to whomever the Carriers employ, or permit them to go scot-free and not share in carrying their fair load of the expense of activities of our organization. Section 4 of the Union Shop Agreement reads:

"Nothing in this agreement shall require an employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees and assessments shall be deemed to be 'uniformly required' if they are required of all employes in the same status at the same time in the same organizational unit."

In general what do you think signal engineers and rail managements should do to help improve relations with the BofRS?

Take the Brotherhood representatives into their confidence. Discuss wages and working conditions with them. Endeavor to create harmonious relations. Don't tell union representatives to mind their own business. We are ready and willing to cooperate, but it's not a one-way street.

Determine Your Rights Under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed, regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

Vice President G. Orndorff, Room 1812, 220 South State Street, Chicago 4, Ill., has been designated to receive and compile this information.

Atlanta, Ga. Thomas J. Lewis, Jr., 905 Healy Bldg.
Tel. JAckson 2-4229

Baltimore 2, Md. Bernard M. Savage, 10 Light St., 30th Floor, Maryland National Bank Bldg.
Tel. MUlberry 5-2713

Bergenfield, N. J. Charles J. Tyne, 104 N. Washington Ave.
Tel. DUmont 4-9433

Birmingham 3, Ala. Rives, Peterson, Pettus & Conway, 17th floor, Twenty-one Twenty-one Bldg.

Boston 8, Mass. Francis H. Farrell, Suite 701, Old South Bldg., 294 Washington Street
Tel. LIberty 2-3270

Chicago 2, Ill. Henslee-Monek-Henslee, 120 Madison Bldg.
Tel. STate 2-5925

Cleveland 14, Ohio. Howard M. Metzenbaum, 700 Union Commerce Bldg.
Tel. PR 1-4515

Denver 2, Colo. Alex Stephen Keller, 316 Symes Bldg.
Tel. ALpine 5-3603

East St. Louis, Ill. Dan McGlynn, 120 N. Main Street

Fort Worth, Tex. Contact George L. Schmidt, at Houston 2, Texas.

Houston 2, Tex. George L. Schmidt, 1307 American Investors Bldg.
Tel. CA 2-2268

Kansas City, Mo. Ernest Hubbell, 2505 Power and Light Bldg., 14th & Baltimore Ave.
Tel. BAltimore 1-5666

Kansas City, Mo. Frank X. Mattes, 1014 Argyle Bldg., 306 E. 12th Street
Tel. HArrison 1-5570

Los Angeles 13, Calif. Clifton Hildebrand, 408 S. Spring St., Suite 205
Tel. MAdison 9-2214

Minneapolis 2, Minn. Eugene Rerat, 1100 First National Bank Bldg.
Tel. FEderal 9-9231

New York 17, N .Y. John V. Higgins, 535 Fifth Ave.
Tel. YUkon 6-1377

Oakland, Calif. Clifton Hildebrand, 1212 Broadway
Tel. GLencourt 1-6732

Pittsburgh 19, Pa. Robert B. Ivory, 711 Frick Bldg.
Tel. GRant 1-4780

St. Louis, Mo. Ernest Hubbell, 408 Olive St., Suite 302
Tel. CHestnut 1-0505

St. Louis, Mo. Frank X. Mattes, 611 Olive St., Suite 1814
Tel. MAine 1-6992

Salt Lake City 1, Utah. Wayne L. Black, 530 Judge Bldg.
Tel. EMpire 4-3566

San Antonio, Tex. 78205. George L. Schmidt, 1515 N.B.C. Bldg.

Seattle, Washington 98104. Arthur E. Piehler, 27th Floor Smith Tower
Tel. MAin 4-4700

Sherman Oaks, Calif. John M. Ennis, Suite 27, Lydee Bldg., 15445 Ventura

Syracuse, N. Y. J. Murray Dunn, 707 State Tower Bldg.
Tel. HA 2-0303

Vicksburg, Miss. W. W. Ramsey, First National Bank Bldg.
Tel. VIcksburg 63-6-5561

Wichita 2, Kans. John C. Frank, 1217 Union National Bldg.
Tel. AMherst 4-0346

Wichita, Kans. Payne H. Ratner, 444 N. Market, P.O. Box 306
Tel. AMherst 2-6423

Analysis and Comment on The National Job Stabilization Agreement

Last month *The Signalman's Journal* carried analysis and comments regarding protected employes, the extent of protection accorded non-seasonal employes, and the use and assignment of protected non-seasonal employes and loss of protection. Our article this month deals with implementing agreements, the disputes committee, the exchange of information and general comment.

***The Signalman's Journal* will carry additional information on this Agreement as it becomes available.**

IV. Implementing Agreements.

A. Transfer of Work and/or Employes:

This Agreement of itself does not modify the protective rules of existing schedule agreements in any manner. However, the carriers have in the past been able to make technological, operational and organizational changes consistent with the protective rules of the agreements and this Agreement recognizes the carriers' right to continue to do so. Also, the Agreement provides that implementing agreements will be made which will permit carriers to transfer work and/or employes within the same craft to different locations on the carrier's system to enable it to utilize effectively the services of protected employes.

B. Mechanics of Implementing Agreements:

1. Except as shown in Paragraph 4 below, carriers are required to give at least sixty days advance notice of an intended change requiring an implementing agreement where *no* change in residence is involved, and ninety days advance notice is required when a change in residence is involved.

2. Advance notices shall contain a full and adequate statement of the proposed change, including an estimate of the number of employes that will be affected.

3. Any change not made within a reasonable time following the service of the advance notice shall not be made except by again following the procedure outlined above.

4. Only thirty days advance notice is required if no more than five employes are involved and no change in residence is involved.

5. In the event of failure to agree within the time limits specified in Article III, Section 4 of the Agreement, on the terms of an implementing agreement, either party may submit the matter to the Disputes Committee, as provided in Article VII.

6. The transfer and use of protected employes and the rearrangement of forces effected by such an implementing agreement shall not constitute an infringement of rights of unprotected employes who may be affected thereby.

C. Moving Expenses, Real Estate Losses and Separation Allowances:

1. Moving Expenses and Real Estate Losses:

Protected employes who are required to change their place of employment and place of residence as a result of an implementing agreement shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement and, in addition, shall receive a transfer allowance of $400 and shall be allowed five working days with pay instead of the "two working days" as provided in Section 10(a) of the Washington Agreement.

You have already been furnished copies of Sections 10 and 11 of the Washington Agreement. (The entire Washington Agreement was reproduced in the May issue of The Signalman's Journal.) Briefly, the benefits provided in Section 10(a) of the Washington Agreement include expenses for moving an employe's household effects, and for the traveling expenses of himself and members of his family including living expenses (meals, lodging, etc.) for himself and his family, and his own actual wage loss during the time necessary to make such transfer and for a reasonable time thereafter. (Under the terms of the February 7 Agreement, the phrase "reasonable time" is defined as *five working days.*) You must not overlook that the employe and his family are entitled to *living expenses* until the expiration of the five working days referred to here.

Any implementing agreement made in accordance with Article III of the February 7 Agreement should spell out all the provisions the employes are entitled to. Also, the ways and means of transporting the employe and his family and personal and household effects must be agreed to in the implementing agreement. In addition to the above expenses, an employe is entitled to a $400 transfer allowance.

2. Separation Allowances:

Any protected employe who has 15 or more years of employment relationship with the carrier, who is requested by the carrier, pursuant to an implementing agreement, to change his place of employment requiring a change in his residence, shall be given an option of resigning and accepting a lump sum *separation allowance*, which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement, or he may elect to transfer to the new position. Such election is to be made within seven calendar days of the date of the request. If he elects to resign, he must do so as of the date the transfer would have been made.

The separation allowance referred to would amount to 360 days of compensation at the applicable daily rate. The daily rate would be computed by multiplying the hourly rate by 8 hours—

Example: $2.50 per hour x 8 hours equals $20 per day.
$20.00 per day x 360 days equals $7,200 per year.

V. Disputes Committee.

A disputes Committee is created under Article VII of the Agreement for adjudicating any dispute arising out of the interpretation or application of any of the terms of the Agreement which are not settled on the property. A decision of the Disputes Committee shall be final and binding upon the parties to the dispute.

VI. Application to Mergers, Consolidations and Other Agreements

A. Existing Agreements:

Where existing merger or consoli-

The members of Local 39 shown above met to honor retiring Brother Alvin Kirkpatrick. From left to right they are: kneeling—Phil Singletary, John Nickolaus, Ed Keach, Henry Gerth, Al Kirkpatrick, Lloyd Pautzke, Howard Tomkins, Ray Stanton. Standing—J. Blasedell, R. Helbring, Donald Knuth, Ed Krueger, Donald MacKenzie, Mr. Wersching, R. B. LeBaron, Hugh Rice, Larry Drahos, Vernon Roberts.

Chicago & North Western

MADISON, WIS. (39). On June 19 fellow workers and their wives met to help Brother Alvin Kirkpatrick celebrate his retirement from the Chicago & North Western RR. He has completed 42 years of faithful service for the C&NW Signal Department.

The party was arranged for Brother Kirkpatrick and his family by Mr. Phil Singletary, signal maintainer at Clyman Jct., Wis. and Mr. Lloyd Pautzke, signal maintainer at South Beaver Dam, Wis. The Women's Club of Clyman put on a most wonderful dinner for the guests who came from all parts of the state. Local Chairman Henry Gerth acted as Toastmaster for the event.

Mr. Kirkpatrick, "Kirk", as he is called by his friends, was presented with gifts and money on this memorable occasion.

All of Kirk's children were present. Other guests included Mr. R. B. LeBaron, general chairman; Mr. Werching, district manager of the Railroad Retirement Board for the state of Wisconsin; and Mr. H. L. Tomkins, signal supervisor from Madison, Wis.

Everyone wished Mr. and Mrs. Kirkpatrick many healthful and happy years. HENRY S. GERTH

Southern Pacific

SACRAMENTO, CALIFORNIA (179). A substantial gift in the form of a check was presented to Retired General Chairman C. G. Hodges at a regular meeting held in Sacramento on August 6. The gift was the result of voluntary contributions from Brothers from all Divisions in the Sacramento Signal Shops and Brother employes on the Sacramento and Shasta Divisions. Contributions were also made by Signal Supervisor Yessen and other employes in his office.

In a letter to the Journal, Brother Hodges said that he would like "to take this means of thanking each and every one of his many friends for the gift, and for their cooperation throughout the years." He added that he is "enjoying his retirement" and has kept busy most of the time this summer cutting the lawns of relatives and friends who are unable to cut their own.

Brother Hodges added that "We wish all signal department employes the best of everything." He advised them to attend Local meetings and support those officers they have chosen to represent them in our united effort to improve working conditions, wages, and our standard of living.

Brother Hodges was general Chairman on the Southern Pacific, Western Pacific, and the Pacific Electric Ry. He now resides at 3256 D St., Sacramento, Calif. 95816. ED.

CHANGE OF ADDRESS

Each member of the B. of R.S. in good standing is entitled to receive a copy of THE SIGNALMAN'S JOURNAL each month. If you change your address, or are not receiving the magazine regularly, fill in this coupon and mail to:

The Signalman's Journal
7247 Lawrence Ave.
Chicago, Illinois 60625

Name _____

Lodge No. _____ **Cert. No.** _____

Street or Box Number _____

City _____ **State** _____ **Zip Code** _____

Obituary

Samuel J. Infantino, member of Local 112, Pennsylvania Railroad, was killed when a pole hole digger he was operating tumbled down an embankment and rolled over onto him. Brother Infantino was 41 years old.

It was pointed out that the shoulder of the railroad embankment crumbled under the machine as it was being maneuvered to make room for a truck taking an injured employe to the hospital.

Brother Infantino is survived by his widow and two step children to whom the officers and members of Local 112 extend deepest sympathy.

U. J. BRAUN

Selmer Martin, retired member of Local 206, Missouri Pacific Railroad, passed away recently. He was 69.

Brother Martin was signalman at Palestine, Tex. at the time of his retirement in July, 1959, after completing 34 years of service.

The officers and members of Local 206 extend deepest sympathy to the surviving members of his family. ED.

William A. Clausius, member of Local 69, Pennsylvania Railroad, passed away July 31, 1965 following a two day illness. He was 70.

Brother Clausius was a member of our Brotherhood since July 21, 1919 and had held various offices in the Local. At the time of his death he was assistant foreman at Whiting, Ind. and had 53 years of service with the P.R.R.

The officers and members of Local 69 extend deepest sympathy to his widow and other surviving members of his family. W. F. KNITTER

J. A. Holbrook, retired member of Local 139, Chesapeake & Ohio Rail road, passed away recently. He was 63.

Brother Holbrook was maintainer at Russell, Kentucky at the time of his retirement January 1, 1956 after completing more than 31 years of service.

The officers and members of Local 139 extend deepest sympathy to the surviving members of his family. ED.

Analysis and Comment on The National Job Stabilization Agreement

Last month *The Signalman's Journal* carried analysis and comments regarding protected employes, the extent of protection accorded non-seasonal employes, and the use and assignment of protected non-seasonal employes and loss of protection. Our article this month deals with implementing agreements, the disputes committee, the exchange of information and general comment.

***The Signalman's Journal* will carry additional information on this Agreement as it becomes available.**

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A. Transfer of Work and/or Employes:

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B. Mechanics of Implementing Agreements:

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C. Moving Expenses, Real Estate Losses and Separation Allowances:

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Any implementing agreement made in accordance with Article III of the February 7 Agreement should spell out all the provisions the employes are entitled to. Also, the ways and means of transporting the employe and his family and personal and household effects must be agreed to in the implementing agreement. In addition to the above expenses, an employe is entitled to a $400 transfer allowance.

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The separation allowance referred to would amount to 360 days of compensation at the applicable daily rate. The daily rate would be computed by multiplying the hourly rate by 8 hours—

Example: $2.50 per hour x 8 hours equals $20 per day.
$20.00 per day x 360 days equals $7,200 per year.

V. Disputes Committee.

A disputes Committee is created under Article VII of the Agreement for adjudicating any dispute arising out of the interpretation or application of any of the terms of the Agreement which are not settled on the property. A decision of the Disputes Committee shall be final and binding upon the parties to the dispute.

VI. Application to Mergers, Consolidations and Other Agreements

A. Existing Agreements:

Where existing merger or consoli-

dation agreements, such as "The Norfolk and Western—Nickel Plate — Wabash Merger Agreement of January 10, 1962," or any job protection agreement, or an employment security agreement, are in effect, the organization has sixty days from February 7, 1965, within which to notify the carrier whether it desires to continue in existence such agreement in lieu of accepting the terms and conditions of this Agreement of February 7, 1965.

B. Future Mergers or Consolidations:

Where two or more carriers, parties to this Agreement, merge or consolidate into a single system of railroad subsequent to February 7, 1965, the surviving or consolidated carrier shall constitute a single system of railroad for the purpose of this Agreement and its provisions shall apply to "Protected Employes" as defined herein. Also, the protection and benefits granted to employes under this Agreement shall continue in effect subsequent to such consolidation.

The parties have agreed, without in any way modifying or diminishing the protection, benefits, or other provisions of this Agreement, that in the event of a coordination between two or more carriers, as that term is defined in the Washington Agreement, that the Washington Agreement shall be applicable to such coordination and the benefits contained therein shall be applicable to such coordination and the benefits contained therein shall be accorded to *un*protected employes. The Disputes Committee created by Article VII of the Agreement is substituted for the Section 13 Committee of the Washington Agreement.

In such coordinations a ninety-day advance notice, as provided in Section 4 and the implementing agreement specified in Section 5, are required in the application of the Washington Agreement. Any displacement or coordination allowance in effect on February 7, 1965, shall not be affected by this Agreement either as to the amount or duration. Compensation received as a displacement or coordination allowance shall not be included as compensation when computing the guarantee under this Agreement.

VII. Exchange of Information

The Carriers and the Organizations, parties to this Agreement, will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement. We feel the language in this Article of the Agreement makes it necessary that the Carriers furnish the General Chairmen the information we have suggested they develop in regard to each Carrier's gross operating revenue and net revenue ton miles by months, upon request. Also — each Carrier should, upon request of the General Chairman, furnish him the number of protected employes working on his property. Of course, the latter should be checked for accuracy.

General Comment

In the event a carrier unilaterally makes a change that, under the Agreement, requires an implementing agreement, a claim should be made. It should be pointed out to the carrier that if the carrier desires to make the change it must give proper notice of such intended change, as specifically outlined in the Agreement.

Should your carrier advise that its business had declined to such an extent that it is permitted to make a reduction in force of protected employes, as contemplated in Section 3 of Article I of the February 7 Agreement, the carrier must furnish proof of such decline.

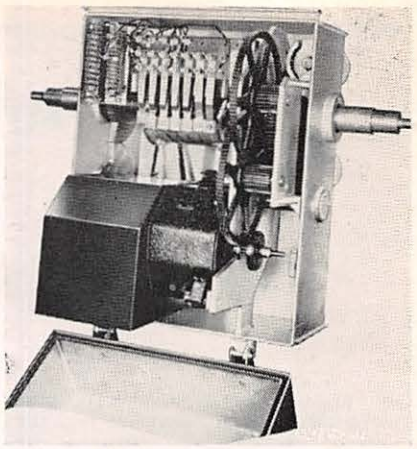
Any implementing agreement reached with the carrier should outline all benefits due the employes affected by an operational and organizational change, and should also spell out how forces will be rearranged due to such change or transfer of work, and/or employes.

The implementing agreement should also spell out the contemplated change with respect to the transfer and use of employes, and the allocation or rearrangement of forces made necessary by the contemplated change. This includes the questions of seniority, rates of pay, and job content.

In negotiating implementing agreements, every effort should be made to provide for the allocation and rearrangement of forces in such manner as to protect the seniority rights of all employes.

New Model Crossing Gate Mechanism to be Exhibited by WRRS

A new, faster operating, lighter-weight mechanism, types 3568-131 and 3568-132, manufactured by Union Signal Co. for Western's Model 10 Crossing Gate, will be exhibited at Western Railroad Supply Company, Booth 71, during the Signal and Communications show.



New WRRS Gate Mechanism

According to WRRS, this improved mechanism supersedes Union's types 3564-11, 12, 131, and 132. Features include: lighter weight—325 lbs. as compared with 600 lbs. for the type 3564; new fibre glass cover; circuit controller uses new cast cam plate; mechanism is simpler and easier to maintain; prelubricated, sealed bearings for main and sidewalk shafts as well as mechanism gear train; has a spare contact to indicate horizontal position of gate arm when required; all mechanism furnished for power down operation, secured by back contact on the snubbing relay; sidewalk arm shaft can be applied in the field without removal of operating parts.

Year of Great Progress

by Sen. Abraham Ribicoff (D., Conn.)

1965 will be remembered as a year of great progress for American working men and women.

Our children and grandchildren will study the reforms that were made in this year of the Great Society: voting rights, Federal aid to education, and, perhaps above all, the Social Security Amendments of 1965 — Medicare and Childcare.

In each of these achievements, the American Labor movement has played a crucial role. Each of them has been championed by Labor for many years, and on this Labor Day, the working men and women of our land should congratulate themselves.

But we must remember that Labor can't rest on its laurels. We must all face up to new challenges and consider new ways of improving the living standards of the millions of men — women — and children who do not participate in our national prosperity. Only in this spirit can we truly rest and relax on Labor Day, 1965.

LOCAL LODGE NEWS

By, for and about B. of R. S. members

Southern

CONCORD, N.C. (110). Our regular meeting scheduled to be held in Spartanburg, S.C. on July 18 was suspended because a quorum was not present to officially open the meeting. Both the General Chairman and Vice General Chairman were present, but only four members out of 140 managed to be there.

Of course, I realize that distance and poor train service keeps many of our members from ever attending, and about 50 percent of the maintainers cannot attend because they are being held for duty. It is also possible that a good many of the faithful were away on vacation during July, but regardless of any and all excuses, something must be done toward improving our attendance.

Some of your Brothers have called or written me about trying to get the meeting dates changed so they will fall on Saturday instead of Sunday, and I am certain that some Local Chairmen favor this move. Whatever action we take must be taken at a scheduled meeting of our Local and this will be *Official Notice to the Membership* that this matter will be considered at our next regular meeting scheduled to be held in the Mecklenburg Hotel at Charlotte, N.C. The meeting will be held at 10:30 a.m. Sunday, October 17. If you cannot be present to express your views, then you should contact your Local Chairman and let him know if you are sincerely interested in a change in meeting time. Should you prefer to do so, you may write to your secretary. I will offer your opinions for consideration at the meeting.

At the time this is written, Brothers T. A. Clark and C. R. Burnett were still on the sick list, but I trust that by the time this appears in the *Journal,* both will have returned to work.

Brother L. W. Culpepper, who retired on June 1, informs me that he had a total of 49 years service with the Southern, 43 of those years in the Signal and Electrical Dept. He was assigned to the maintainer's job at Hickory, N.C. on March 22, 1927, being the first and only maintainer ever to hold that position. C. E. YELTON

Parent-Teachers Honor Signalman—A Bachelor

Robert B. "Mac" McConnell, a retired Southern Pacific signalman, who lives in Chowchilla, Calif. received a unique distinction—an honorary life membership in the Parent-Teachers Association even though he has never been a parent but a confirmed bachelor all of his 69 years.

In conferring the honor, the president of the local PTA said McConnell has done so much for boys for so many years that he deserves all the status of a parent in the eyes of the organization.

Since teaching a Sunday school class nearly 50 years ago when he was a student at the University of Oregon, McConnell has been a leader in the Boy Scouts, active in American Legion boys work, and many other youth groups.

McConnell has one simple formula for work with a boy: "Let him know you're interested in him and then just sit and listen. He'll start talking and keep it up until he gets everything off his chest."

Chicago & North Western

MADISON, WISCONSIN (39). Our annual picnic was held at the Vilas Park in Madison on August 1. Although the skies were cloudy in the early morning the sun made its appearance about 11 a.m. Shortly after the appearance of the sun the members of our Local and their

Local 39's annual picnic drew a crowd of more than 100. Many of them are shown here as they assembled for lunch and refreshments.

Although no formal meeting was held, Brotherhood members discuss their claims and grievances. Here, General Chairman R. B. Lebaron, right, discussed problems of the day with interested members.

families began to arrive and at the climax more than 100 persons were present.

We were pleased to have Vice President P. T. Drummond and General Chairman R. B. LeBaron and their families present for the occasion. It is also noted that several officials from the railroad also dropped in to say hello and spend some time with us.

Although no formal meeting was held many items of interest were discussed among the members. These included items concerning claims and grievances, and signal work in general.

Games were played and many wonderful prizes were awarded. Refreshments were furnished in ample quantity and a pot luck dinner was served. It was evident that everyone enjoyed the food and the fine spirit of fellowship.

At about 4 p.m. the members began leaving for home as many of them had several miles to travel. The writer noticed that many of those leaving seemed to have something resembling egg yoke on their shirts and dresses: did someone drop an egg? HENRY S. GERTH

Missouri Pacific

SEDALIA, MO. (72). Our regular meeting was held at the Pacific Cafe in Sedalia, Mo. on July 24. Meeting was conducted by Chief Signalman C. W. Fleming. There were three officers and 19 members present.

Brother G. F. Stryker was appointed Semaphore and Brother A. L. Lindsey was appointed Chaplain to assist the Chief Signalman.

The minutes of previous meetings were read and approved and the applications for membership of J. D. Gustis, James Gilbert and R. S. Martin were approved.

A discussion was held regarding the practice of sending a monthly rated man off his regular assigned territory to relieve another monthly rated man for vacation. It was agreed that in accordance with the terms of our Agreement, the man should be paid ½ time in addition to his regular wages.

The proposal made for the payment of a flat rate to cover personal expenses in lieu of being provided camp cars for traveling gangs was discussed. It appeared to be the opinion of those required to live in "bunk cars" that it might be well to explore this possibility and see if an adequate flat rate could be worked out. It was reported that most bunk cars are in poor condition and in need of major repairs.

Conditions on the Midland Valley R.R. were discussed. It was pointed out that Perry is responsible for the signals. There is currently no qualified personnel assigned to perform the work. Maintenance of way employes are now trying to do this signal work.

We reported some time ago that Brother C. H. Vincent was out of service because of his health. We regret to report that he is still unable to return.

It was proposed that one of our future meetings be held at Coffeyville, Kansas and it was decided that this request should be handled at the next regular meeting at Kansas City, Mo.

Brother Fleming read a letter he had written to President Jesse Clark regarding the F.E.C. strike. Brother Clark in his reply, requested that our members write their Congressmen and ask them to support the Legislation to amend the Bank Holding Act of 1956. It is believed that this would contribute materially towards an early settlement of the strike.

Brother Fleming also read another letter from President Clark regarding Brother Bailey's transfer to Local 206. In compliance with our Constitution, Brother Bailey will be transferred to Local 206 effective with the Third Quarter 1965. The meeting adjourned at 12:20 p.m. G. W. HOLMES

Baltimore & Ohio

DAYTON, OHIO (94). Our quarterly meeting was held July 17 in the Pick-Fort Hayes Hotel at Columbus, Ohio. The meeting was opened by Chief Signalman G. J. Erford. There were 18 members and officers present.

The referendum on proposed constitutional revisions, as recommended by the Grand Executive Council and Grand Board of Trustees, was presented to the members by the Recording Secretary. Following a lengthy discussion, action was taken on each proposal.

Our next meeting will be held in the Durbin Hotel, Rushville, Indiana, on Saturday, October 16. All members are requested to attend.

General Chairman H. C. Guscott advises that the B&O management still continues to delay the settlement of about 40 claims based on the February 7, 1965 agreement. The claims have been discussed in conference several times, however, the Company is still "gathering information."

It is important that all employes upon being furloughed, whether protected under the February 7, 1965 Agreement or not, register their name, address, etc. under Rule 32 since failure to do so may result in loss of paid holidays or other benefits. All members who are protected employes under this agreement and who may be furloughed should at once notify the Local or General Chairman of such furlough stating the facts, so that a claim may be made in their behalf in the event the facts warrant such.

When an employe becomes sick or injured such employe will be covered for life insurance and the employe and his dependents will be covered for hospitalization by Travelers Insurance for one calendar year after the year in which he becomes sick or injured, by waiver of premiums by Travelers Insurance or until he returns to duty, whichever takes place first.

Toledo Division: George Schmitz, signal maintainer at Miamisburg, Ohio, who suffered a broken leg early this spring is making satisfactory progress and will be back on the job in a couple of months. His position is being filled by James Napper.

Members, wives, children and friends are shown as they joined in fun and games at Local 39's annual picnic.

Brother C. W. Russell, shown here, is B&O maintainer at Chillicothe, Ohio.

W. S. O'Neal, maintainer at Lima, Ohio, has been hospitalized for illness since the early part of July. Leading signal maintainer R. A. Bunn also of Lima, has been off duty since early June for a back injury incurred while handling signal material.

New crossing protection has been installed at Haskins Road, Bowling Green under the supervision of C. M. Mawer, Deshler, Ohio. Brothers J. M. Fair and C. W. Rouse were recalled to service to perform this work.

Signal Foreman A. Brixner, with the maintenance unit, and a couple of extra signalmen, are installing crossing protection at Findlay Street in Dayton, Ohio. It is anticipated the project should be completed by August 1.

Chicago Division: The B&O has been granted I.C.C. approval to install an all-relay interlocking at Attica Jct., Ohio. Control will be from the control machine in Akron, Ohio.

Hot box detectors are to be installed on the Akron-Chicago Division at Homer, Tiffin, Standby, and Bascom, Ohio and at LaPaz, Alida, and Cromwell, Indiana.

St. Louis Division: G. O. Hout, signal inspector, St. Louis Division, retired on a disability annuity effective July 8. Otis lived in Flora, Illinois for a number of years and was a long-time member of our Brotherhood. We wish him a long and happy retirement.

Newark Div.: Foreman C. W. Foster's gang has completed a crossing protection project at Cambridge, Ohio.

Foreman R. E. Keyser's gang is at Grove City, Ohio, installing crossing protection at Eakin Road in Briggsdale.

G. F. HAMMOND

Southern Pacific

MONTROSE, CALIF. (104). Our regular meeting of July 3 was postponed until July 31 because of the expected attendance of President Jesse Clark, Vice Pres. B. H. Steuerwald and General Chairman R. T. Bates. We were not disappointed, all three were present and our officers were happy to have 37 members in attendance at the VFW Hall, 637 W. 2nd St., Pomona, California.

The meeting was called to order by Chief Gene Cox at 10:10 a.m. Two new asst. signalmen were accepted as members of our Brotherhood. They were R. C. Sanders of the Los Angeles Div. and C. A. Powelson of the San Joaquin Div.

Proposed Revisions to our Brotherhood's Constitution were read by the Recording Secretary. The purpose of these revisions was explained by Brother Jesse Clark and our Local, by unanimous approval, voted to accept the changes.

Local bills for July were read and approved for payment. Our flower fund for Deceased Brothers was discussed and a motion was made and passed to raise the flower fund to $20 plus tax.

President Clark talked to the Brothers about the constant fight for improvements that is being waged by Grand Lodge for all members in the Brotherhood in the U.S. and Canada. He outlined the different improvements that the Organization has brought about in the past years, including wages, holidays, hospitalization, also health and welfare improvements for dependents.

Brother Clark itemized some of the improvements that Grand Lodge is working on right now—such as supplemental pension for retirees which should soon be presented to Congress. We should all write our Congressmen to support this bill. It was also pointed out that efforts are being made to improve vacations, training programs, sick leave and provide an insurance program for signalmen required to drive company trucks.

Sickness: C. F. Lamson, H. Koeller and J. Q. Walker.

A vote of confidence from our Local was expressed by Brother Leo Schram. He expressed our thanks for all that Brothers Jesse Clark, Vice President Steuerwald, and General Chairman Bates have done for the Brotherhood and our Local.

Brothers Clark, Steuerwald and Bates also attended the August 1 meeting of the San Joaquin Division in Bakersfield, California. F. R. SMELTZER

Rock Island

MARENGO, IA. (183). Brother F. W. Waters, better known as "Speed," retired from our Signal Shop at Silvis, Illinois on July 17.

Speed's railroading began as a trackman on the Rock Island where he worked four months during 1936.

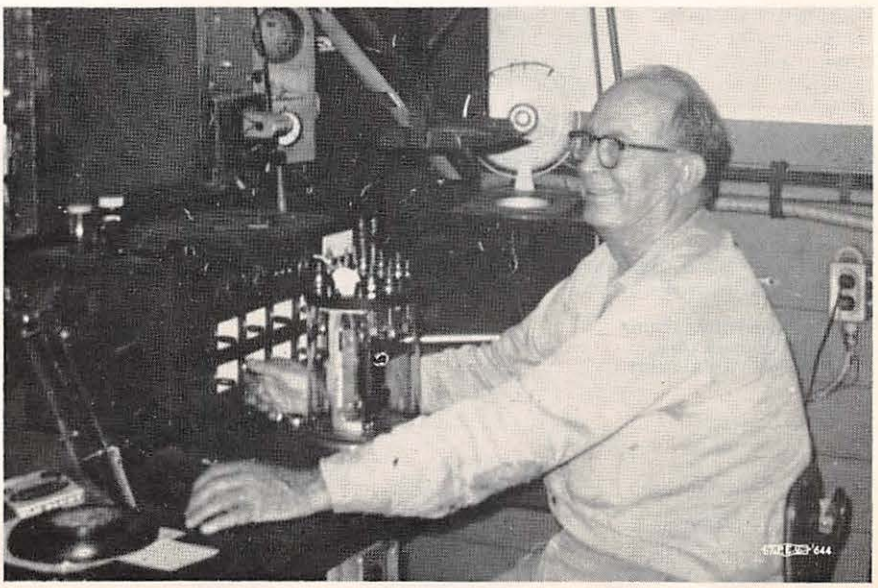
On June 21, 1937 Brother Waters was hired as a signal helper and was subsequently promoted to assistant signalman. He held that classification until August 1, 1938 when he bid a signalman's position on a gang on the Panhandle Division. He bid in the relay testman's job in our signal shop during 1959.

Speed spent about 13 years working on gangs and relieving maintainers throughout the system. He has worked on every division and in all states on the system except South Dakota. He was well liked by everyone. He was active in Brotherhood activities and served as our financial secretary for several years.

Speed was also active in the American Legion in East Moline and held several offices in the lodge throughout the years.

At the time of his retirement Brother Waters was district vice commander of the American Legion Post.

Mr. and Mrs. Waters plan to sell their trailer house and move to a home they have in Pratt, Kansas. We wish them good luck and many happy years of retirement. G. M. CULLUM



Brother F. W. "Speed" Waters is shown as he tested a relay at the Silvis, Ill. Shop. Speed retired on July 17.

The members of Local 39 shown above met to honor retiring Brother Alvin Kirkpatrick. From left to right they are: kneeling—Phil Singletary, John Nickolaus, Ed Keach, Henry Gerth, Al Kirkpatrick, Lloyd Pautzke, Howard Tomkins, Ray Stanton. Standing—J. Blasedell, R. Helbring, Donald Knuth, Ed Krueger, Donald MacKenzie, Mr. Wersching, R. B. LeBaron, Hugh Rice, Larry Drahos, Vernon Roberts.

Chicago & North Western

MADISON, WIS. (39). On June 19 fellow workers and their wives met to help Brother Alvin Kirkpatrick celebrate his retirement from the Chicago & North Western RR. He has completed 42 years of faithful service for the C&NW Signal Department.

The party was arranged for Brother Kirkpatrick and his family by Mr. Phil Singletary, signal maintainer at Clyman Jct., Wis. and Mr. Lloyd Pautzke, signal maintainer at South Beaver Dam, Wis. The Women's Club of Clyman put on a most wonderful dinner for the guests who came from all parts of the state. Local Chairman Henry Gerth acted as Toastmaster for the event.

Mr. Kirkpatrick, "Kirk", as he is called by his friends, was presented with gifts and money on this memorable occasion.

All of Kirk's children were present. Other guests included Mr. R. B. LeBaron, general chairman; Mr. Werching, district manager of the Railroad Retirement Board for the state of Wisconsin; and Mr. H. L. Tomkins, signal supervisor from Madison, Wis.

Everyone wished Mr. and Mrs. Kirkpatrick many healthful and happy years. HENRY S. GERTH

Southern Pacific

SACRAMENTO, CALIFORNIA (179). A substantial gift in the form of a check was presented to Retired General Chairman C. G. Hodges at a regular meeting held in Sacramento on August 6. The gift was the result of voluntary contributions from Brothers from all Divisions in the Sacramento Signal Shops and Brother employes on the Sacramento and Shasta Divisions. Contributions were also made by Signal Supervisor Yessen and other employes in his office.

In a letter to the Journal, Brother Hodges said that he would like "to take this means of thanking each and every one of his many friends for the gift, and for their cooperation throughout the years." He added that he is "enjoying his retirement" and has kept busy most of the time this summer cutting the lawns of relatives and friends who are unable to cut their own.

Brother Hodges added that "We wish all signal department employes the best of everything." He advised them to attend Local meetings and support those officers they have chosen to represent them in our united effort to improve working conditions, wages, and our standard of living.

Brother Hodges was general Chairman on the Southern Pacific, Western Pacific, and the Pacific Electric Ry. He now resides at 3256 D St., Sacramento, Calif. 95816. ED.

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Obituary

Samuel J. Infantino, member of Local 112, Pennsylvania Railroad, was killed when a pole hole digger he was operating tumbled down an embankment and rolled over onto him. Brother Infantino was 41 years old.

It was pointed out that the shoulder of the railroad embankment crumbled under the machine as it was being maneuvered to make room for a truck taking an injured employe to the hospital.

Brother Infantino is survived by his widow and two step children to whom the officers and members of Local 112 extend deepest sympathy.

U. J. BRAUN

Selmer Martin, retired member of Local 206, Missouri Pacific Railroad, passed away recently. He was 69.

Brother Martin was signalman at Palestine, Tex. at the time of his retirement in July, 1959, after completing 34 years of service.

The officers and members of Local 206 extend deepest sympathy to the surviving members of his family. ED.

William A. Clausius, member of Local 69, Pennsylvania Railroad, passed away July 31, 1965 following a two day illness. He was 70.

Brother Clausius was a member of our Brotherhood since July 21, 1919 and had held various offices in the Local. At the time of his death he was assistant foreman at Whiting, Ind. and had 53 years of service with the P.R.R.

The officers and members of Local 69 extend deepest sympathy to his widow and other surviving members of his family. W. F. KNITTER

J. A. Holbrook, retired member of Local 139, Chesapeake & Ohio Rail road, passed away recently. He was 63.

Brother Holbrook was maintainer at Russell, Kentucky at the time of his retirement January 1, 1956 after completing more than 31 years of service.

The officers and members of Local 139 extend deepest sympathy to the surviving members of his family. ED.

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